

**To leave blank**

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

**ASEAN UNDERGRADUATE SCHOLARSHIP  
SCHOLARSHIP AGREEMENT**

Fill up the name, ID and address of yourself and your sureties as well as your programme and programme duration **before** you visit the NTU scholarship officer.

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ **Two Thousand** and \_\_\_\_\_ (<<YEAR>>) between **NANYANG TECHNOLOGICAL UNIVERSITY** hereinafter called the ("INSTITUTION") of the first part and \_\_\_\_\_ (FULL NAME OF SCHOLAR) (Identification No.: \_\_\_\_\_) of \_\_\_\_\_ (RESIDENTIAL ADDRESS) (hereinafter called the "SCHOLAR") of the second part and \_\_\_\_\_ (1ST SURETY'S NAME) (Identity Card No: \_\_\_\_\_) of \_\_\_\_\_ (1ST SURETY'S ADDRESS) and \_\_\_\_\_ (2ND SURETY'S NAME) (Identity Card No: \_\_\_\_\_) of \_\_\_\_\_ (2ND SURETY'S ADDRESS) (hereinafter called "the SURETIES") of the third part.

WHEREAS the INSTITUTION has agreed to provide the SCHOLAR a scholarship for the full-time undergraduate degree course of \_\_\_\_\_ (NAME OF YOUR NTU PROGRAMME) (hereinafter called the "COURSE") for \_\_\_\_\_ (DURATION OF YOUR NTU PROGRAMME) years commencing from **Academic Year** <<YEAR OF ENTRY INTO UNIVERSITY>> or such period of time as the INSTITUTION may determine in writing (hereinafter called the "Period of Study") at the INSTITUTION, and the SCHOLAR has agreed to accept the scholarship and pursue the COURSE upon the terms and conditions as set out in this Agreement, and the SURETIES have agreed to be bounded by the terms and conditions as set out in this Agreement.

IT IS AGREED as follows:

**Grant of Benefits**

1. In consideration of the premises and at the request of the SURETIES, the INSTITUTION hereby agrees to provide the SCHOLAR with the benefits set out in the First Schedule of this Agreement in respect of the COURSE to be undertaken by the SCHOLAR.

**Undertaking as to Graduation from Course and Fulfilment of Obligations**

2. The SCHOLAR with the approval and consent of the SURETIES hereby agrees to:
  - (a) enter and apply himself/herself diligently in the Course and shall successfully complete the COURSE within the Period of Study;
  - (b) attend all sessions of the COURSE and sit for all examinations required for the COURSE;
  - (c) refrain from participating in any other course or programme, that is not a compulsory requirement for the COURSE, or change the COURSE without prior written approval from the INSTITUTION;
  - (d) participate in such programmes as may be required by the Institution, which includes but is not limited to participation in community involvement programmes;
  - (e) obey and conform to the rules, regulations, discipline and such directions as may be given to him/her by the INSTITUTION from time to time with regard to his/her conduct and movements;
  - (f) that he/she will conform to the regulations and discipline for the time being in force at his/her place of study or training and at his/her place of residence;

- (g) that he/she will inform the INSTITUTION immediately if he/she is under investigation for any criminal offence or is subject to any disciplinary proceedings;
- (h) refrain from participating in activities which are, or are likely to be, inimical to the interests of Singapore and/or the INSTITUTION, or which cause, or are likely to cause, embarrassment to Singapore and/or the INSTITUTION;
- (i) conduct himself/herself in such a manner as is, in the view of the INSTITUTION, becoming of a holder of a scholarship by the INSTITUTION;
- (j) inform and update the INSTITUTION, as soon as practicable, of his/her contact details and that of the SURETIES in the form of telephone, email and postal address in the current place of residence and in the home country and of any changes to such contact details;
- (k) meets all the requirements to become and remain a recipient of the MOE Tuition Grant Scheme;
- (l) not to concurrently hold any other scholarship, fellowship, grant, award or allowance without prior written approval from the INSTITUTION.

### **Substitution of Surety**

3. It is hereby agreed and declared that if at any time during the currency of this Agreement, either of the SURETIES shall die or shall be adjudged a bankrupt or lacks capacity within the meaning of the Mental Capacity Act (Cap 177A) (the duty of reporting any such events to the INSTITUTION being hereby placed on the SCHOLAR), 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 INSTITUTION and who shall be ready and willing to substitute for and take over the obligations under the Agreement of the surety who is dead, adjudged a bankrupt or lacks capacity.

### **Scholar's Obligations and the Institution's Rights**

- 4(1). In consideration of the INSTITUTION having at the SCHOLAR's request agreed to give the SCHOLAR the scholarship, it is hereby agreed and declared that if the SCHOLAR in the sole opinion of the INSTITUTION:-
- (a) fails to successfully complete the COURSE within the Period of Study;
  - (b) has the benefits in the First Schedule withdrawn or terminated on the grounds of any breach of any of the SCHOLAR's obligations set out in this Agreement;
  - (c) no longer wishes to continue to receive the benefits under this Agreement or under the MOE Tuition Grant Scheme at any time during the COURSE;
  - (d) has his Tuition Grant Agreement terminated for breach of the Tuition Grant Agreement by the Scholar;
  - (e) fails to meet the required criteria determined by the INSTITUTION for the COURSE for the continued receipt of scholarship benefits as set out in the First Schedule of this Agreement;
  - (f) fails or renders himself unable or unsuitable for any reason whatsoever to successfully complete the COURSE within the Period of Study;

- (g) fails to obey any directions given by or on behalf of the INSTITUTION;
- (h) fails to show sufficient application to the COURSE;
- (i) has been negligent or incompetent in the pursuit of his/her studies, or has failed to conduct himself/herself, in the opinion of the INSTITUTION, in a manner becoming of a scholarship holder of the INSTITUTION;
- (j) fails for any reason whatsoever to notify and update the INSTITUTION in accordance with Clause 2(g) or (j);
- (k) is warned by the police in lieu of prosecution or convicted by a court of law in any country, of an offence involving dishonesty or moral turpitude;
- (l) is warned or otherwise sanctioned as a consequence of any disciplinary proceedings by the INSTITUTION;
- (m) has furnished in his/her application for the Scholarship, information which is in any way false, incorrect or inaccurate or has willfully suppressed any fact which is, in the opinion of the INSTITUTION, material;
- (n) breaches any of the terms of this Agreement;

then, and in any such cases the INSTITUTION may terminate this Agreement immediately and the SCHOLAR and the SURETIES shall be jointly and severally liable for themselves, and their heirs, executors or assigns to pay the INSTITUTION on demand the amount in damages to be computed as specified in the Second Schedule of this Agreement (hereinafter called the "LIQUIDATED DAMAGES").

4(2). Notwithstanding the above, if the SCHOLAR is unable to successfully complete the COURSE due to illness, accident, death or other extenuating circumstances, the INSTITUTION may at its sole discretion reduce or waive the payment of the LIQUIDATED DAMAGES by the SCHOLAR and the SURETIES.

### **Reduction, Withdrawal, Suspension and Termination of Scholarship Benefits**

5. Without prejudice to any rights or remedies the INSTITUTION may have against the SCHOLAR under this Agreement, the INSTITUTION may reduce, withdraw, suspend, or terminate the benefits set out in the First Schedule, as appropriate, without assigning any reason thereof, upon the occurrence of any one or more of the events set out in sub-paragraphs (a), (b) and (c) below:-

- (a) if the SCHOLAR breaches any of his/her obligations set out in this Agreement with effect from (1) the date of the breach, or (2) the date on which the INSTITUTION notified the SCHOLAR of the reduction, withdrawal, suspension or termination, as the INSTITUTION may specify; or
- (b) if the SCHOLAR fails any examinations or is 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 which the INSTITUTION notified the SCHOLAR of the reduction, withdrawal, suspension or termination, as the INSTITUTION may specify; or
- (c) At any time, by giving one month's prior notice in writing to the SCHOLAR.

For the avoidance of doubt, the INSTITUTION may, in its discretion, invoke any of the sub-paragraphs in Paragraph 5 above to exercise its right to reduce, withdraw, suspend or terminate the benefits set out in the First Schedule under this Agreement. Nothing in Clause 5(c) shall impose a requirement in Clauses 5 (a) and (b) that the INSTITUTION must give the SCHOLAR one month's prior notice in writing before the reduction, withdrawal, suspension or termination of the benefits set out in the First Schedule takes effect. Nothing shall preclude the INSTITUTION from imposing the reduction, withdrawal, suspension, or termination of the benefits set out in the First Schedule of this Agreement more than once, in respect of the same breach of obligations or the same circumstances as described in Clauses 5(a) and (b).

### **Institution's Other Rights**

6. It is hereby further agreed that:-

- (a) the INSTITUTION may at its discretion vary the benefits as set out in the First Schedule of this Agreement from time to time and that the INSTITUTION will inform the SCHOLAR of any such variations and that any such variation will not discharge the SCHOLAR or any of the Sureties from their obligations under this Agreement.
- (b) if any of the events in Clause 4 occurs, the SCHOLAR agrees and confirms that the title of "scholar" will be withdrawn from him/her and he/she 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;
- (c) nothing in this Agreement shall restrict the right of the INSTITUTION to enforce the terms of this or any other agreement concluded between the INSTITUTION, 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.

### **Further Undertaking by the Scholar**

7. The SCHOLAR with the consent of the SURETIES hereby further undertakes: -

- (a) to absolve the INSTITUTION including its servants or agents from all liability to the SCHOLAR or his/her personal representative which may be sustained by reason of or during the COURSE or such other course which he/she may be allowed to pursue; and
- (b) to indemnify and keep harmless the INSTITUTION against all proceedings, suits, actions, claims, demands, cost and expenses whatsoever which may be taken or made against the Institution or incurred or become payable by the INSTITUTION in respect of any liability to a third party occasioned directly or indirectly by any act, omission or other default by the SCHOLAR or in relation to the COURSE or such other course which he/she may be allowed to pursue.

### **Serving of Demand Notice, Certificate and other Communication**

8. A demand, notice, or other communication given by the INSTITUTION 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 INSTITUTION (or such other address as shall have been specified for the purpose in writing by the SCHOLAR to the INSTITUTION) 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, and if sent by telex or telefax, forthwith after transmission. In providing service it shall be sufficient to prove that the demand, notice, certificate or other communication was properly addressed and posted or delivered or transmitted.

## Waiver

9(1). In no event shall any delay, failure or omission on the part of the INSTITUTION in enforcing or exercising any right, power, privilege, claim or remedy, which is conferred by this Agreement, at law or in equity, or which arises from any breach by the SCHOLAR and/or the SURETIES of this Agreement, be deemed to be or be construed as:

- (a) a waiver thereof, or of any other such right, power, privilege, claim or remedy, in respect of the particular circumstances in question; or
- (b) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter.

9(2). Any waiver (whether effected by a positive waiver or by a delay or failure in enforcement) by the INSTITUTION of its right, in any instance, to require compliance with any of the provisions of this Agreement by the SCHOLAR and/or the SURETIES shall not prevent the INSTITUTION from subsequently requiring such compliance in respect of that instance by the SCHOLAR and/or the SURETIES (subject to reasonable notice where a positive waiver has been granted).

## Disclosure of Information

10. In consideration of the premises, the SCHOLAR also irrevocably consents to and authorises the disclosure by any person to any person or entity authorised by the INSTITUTION, or vice versa, of any information whatsoever relating to him/her as is necessary for the purpose of ascertaining whether he/she has complied with all the terms of this Agreement.

## Other Provisions

11. It is hereby agreed and declared that the First Schedule and Second Schedule to this Agreement shall be read with and shall form part of this Agreement.

12. The parties agree that this Agreement shall be deemed to be made in Singapore and shall be governed by the laws of Singapore and the courts of Singapore shall have exclusive jurisdiction to decide all questions arising hereunder.

13. 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.

14. The rights and remedies of the INSTITUTION 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 INSTITUTION 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.

## **THE FIRST SCHEDULE**

1. The scholarship benefits consist of the following:
  - (a) Annual tuition fees (less any MOE Tuition Grant subsidy that may be granted) for the COURSE; and
  - (b) Subject to paragraph 2, a scholarship allowance of S\$5,800 per annum.
2. The disbursement of the scholarship allowance will be at regular intervals as may be determined by the INSTITUTION at its full discretion.
3. The SCHOLAR's academic performance will be monitored on a semester basis.
4. The SCHOLAR is not required under this Agreement to serve any scholarship bond upon graduation from the COURSE.

## **THE SECOND SCHEDULE**

### **LIQUIDATED DAMAGES**

The liquidated damages for which the SCHOLAR and the SURETIES shall be jointly and severally liable under Clause 4(1) of this Agreement shall be the total amount of the monies already paid to or incurred on behalf of or for the benefit of the SCHOLAR in accordance with the First Schedule, together with 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).

The SCHOLAR and the SURETIES are also liable for any additional costs incurred in recovering the liquidated damages from him/her.

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

IN WITNESS WHEREOF the said parties hereto have executed this Agreement the day and year first above written.

I Signed by )  
Name: )  
Designation: )  
for and on behalf of: )  
NANYANG TECHNOLOGICAL UNIVERSITY )

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

in the presence of: )  
Name: )  
Designation: (Witness) )  
Address: )

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

II Signed by )  
Name: \_\_\_\_\_ )  
(Scholar) )  
who appeared fully to understand the nature )  
and effect of this AGREEMENT )  
in the presence of: )  
Name: \_\_\_\_\_ )  
(Witness) )  
Designation: )  
Address: )

**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)

III Signed by )  
Name: \_\_\_\_\_ )  
(First-named Surety) )  
in the presence of: )  
Name: \_\_\_\_\_ )  
(Witness) )  
Address: )

**Surety to complete**

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

**To leave blank**

IV Signed by )  
Name: \_\_\_\_\_ )  
(Second-named Surety) )  
in the presence of: )  
Name: \_\_\_\_\_ )  
(Witness) )  
Address: )

**Surety to complete**

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

**To leave blank**

(Signature)

(Signature)

(Signature)

(Signature)

(Signature)

(Signature)

(Signature)

(Signature)