

Ref:

AGREEMENT

This Agreement is made the _____ day of _____ Two Thousand and _____ ()

between

for and on behalf of the Government of the Republic of Singapore (hereinafter referred to as "the Government") of the first part and

(Passport No _____ UIN/FIN _____ "Nationality" _____) of

(Mailing Address in Singapore)

(Homecountry Address)

(hereinafter referred to as "Country of Residency")

(hereinafter referred to as "the Student", which term as used in this Agreement shall include both a male and a female student) of the second part and

(Passport No _____ UIN/FIN _____ "Nationality" _____) of

(Mailing Address in Singapore)

(Homecountry Address)

(hereinafter referred to as "Country of Residency")

and

(Passport No _____ UIN/FIN _____ "Nationality" _____) of

(Mailing Address in Singapore)

(Homecountry Address)

(hereinafter referred to as "Country of Residency")

(hereinafter referred to as "the Sureties") of the third part.

WHEREAS:

1. The Student has been admitted to the _____ (hereinafter referred to as "the Institution") for a course in _____ (hereinafter referred to as "the Course") leading to the _____
2. The Student has opted to receive the Government subsidy (hereinafter referred to as "subsidy") for the Course or such other course which the Student may be allowed to pursue (in place of the Course) at the Institution.
3. The Student has expressed his/her willingness to accept the subsidy upon the terms and conditions set out in this Agreement.
4. The Sureties have agreed to be bound by the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED as follows :

1. In consideration of the premises and at the request of the Sureties and in consideration of the Sureties agreeing to pay the Government on demand the amount of damages specified in the schedule hereto in any of the cases set out in Clause 3 hereunder, the Government hereby covenants:-

- (a) that it shall grant the Student a subsidy, which shall be disbursed to the Institution directly, and which amount shall be based on the rate applicable to the Course, which rate the Government may vary from time to time. The subsidy rate applicable to the Student's Course for the prevailing academic year shall be posted in The Service Obligation Scheme section on the official website of the Ministry of Education, Singapore.
- (b) that it shall pay the subsidy to the Institution in such manner, in such amount and at such times as it thinks fit,

2(1) In consideration of the premises and with the approval and the consent of the Sureties, the Student hereby covenants: -

- (a) that he/she shall enter upon and diligently continue in the Course, during which, he/she shall continue to receive the subsidy in accordance with Clause 1;
- (b) that he/she shall diligently seek:
 - (i) employment in Singapore-based companies immediately upon the completion of the Course;
 - (ii) re-employment in Singapore-based companies immediately upon his/her resignation or dismissal from or cessation of his/her employment;
- (c) that he/she shall inform the Government (submitting evidence at the same time of all efforts to seek employment or re-employment) if he/she is unable to obtain employment within three (3) months after completion of the Course or re-employment within three (3) months after his/her resignation or dismissal from or cessation of his/her employment;
- (d) that he/she shall (unless unable to obtain any employment within one (1) year after completion of the Course or re-employment within (1) year after his/her resignation or dismissal from or cessation of his/her employment) work in Singapore-based companies for a period or periods totalling in the aggregate three (3) years (hereinafter referred to as the "Bonded Period") upon the completion of the Course;
- (e) that he/she shall, during the Bonded Period, inform the Government of the particulars of his/her initial employment, change of employment, resignation or dismissal from or cessation of his/her employment as the case may be.

2(2) For the purpose of this Clause :-

- (a) The term "employment" shall include such self-employment as may be approved by the Government.
- (b) The expression "completion of the Course" shall include, as the case may be, a completion of any other course or courses of study which the Government allows the Student to pursue whether in place of or in addition to the Course.

3 In consideration of the Government having at the Student's and Sureties' request granted the Student a subsidy for the Course, it is hereby agreed and declared that if the Student :-

- (a) refuses or in the opinion of the Government wilfully renders himself/herself unable to work in accordance with the provisions of clause 2(1) (d) of this Agreement; or
- (b) has been convicted by a court of law in any country during the Course or the period before he/she commences serving the bond, of an offence involving dishonesty or moral turpitude, which offence, in the opinion of the Government renders him/her unsuitable for appointment to the Government or any organisation; or
- (c) is dismissed from the service of, or has his/her service terminated by his/her employer for misconduct, negligence or incompetence in his/her duties before the expiry of the Bonded Period; or
- (d) having been conferred citizenship or permanent resident status, subsequently renounces or ceases to be the same, whether before or after the date of this Agreement, and is unable to obtain an employment pass or other pass enabling him/her to work in accordance with the provisions of clause 2(1) (d) of this Agreement or has his/her employment or other pass revoked thereby rendering him/her unable to work in accordance with the provisions of clause 2(1) of this Agreement; or
- (e) breaches any of the other covenants of the Agreement;

then, and in any such cases the Student and the Sureties shall be jointly and severally liable for themselves and their respective heirs, executors or assigns to pay the Government on demand the amount in damages specified in the Schedule hereto:-

PROVIDED that the Government may at its discretion, in such manner as it thinks fit, reduce the amount due under clause 3 (a), (b), (c), (d) and (e) by the same proportion as the number of the completed months worked bears to the Bonded Period.

4. In consideration of the Government having at the Student's and Sureties' request granted the Student a subsidy for the Course, and the Student having prior to this subsidy made a declaration that all information stated by him/her in his application for the subsidy is true and accurate to the best of his/her knowledge, it is hereby further agreed that:

- (a) if any of the information furnished by the Student in his/her application for the subsidy is in any way false, incorrect or inaccurate; or
- (b) if the Student has wilfully suppressed any fact which is in the opinion of the Government material,

then the Student and the Sureties shall be jointly and severally liable for themselves and their respective heirs, executors or assigns to pay the Government on demand the amount in damages specified in the Schedule hereto.

5. It is hereby further agreed as follows; -

- (a) Notwithstanding anything to the contrary hereinbefore contained, the Government may, at its discretion, at any time suspend the subsidy or revoke this Agreement, as appropriate, without assigning any reason thereof in the event that the Student is suspended or expelled by the Institution or leaves it or is excluded from the Institution or any part thereof or from any courses or subjects or from any examinations. Any suspension of the subsidy or a revocation of this Deed shall not render the Government liable for any damages, loss, expenses, claims, demands or cost of any kind whatsoever, and shall be without prejudice to the right of action of the Government in respect of any prior breach by the Student of any of the terms and conditions herein contained.
- (b) The Sureties shall not be discharged or released from their liability hereunder by any arrangement made between the Government and the Student with or without the consent of the Sureties or by any alteration in the obligations undertaken by the Student hereunder or by any forbearance whether as to payment, time or performance or otherwise by either the Government or the Student.

6. The Student with the consent of the Sureties hereby further undertakes: -

- (i) to absolve the Government including its servants and agents from all liability to the Student or his/her personal representative in respect of any loss, damage, injury or death however caused or occasioned (whether or not by any act or by any omission or neglect of the Institution or its servant or agents) which he/she may sustain by reason of or during his/her tenure of the Course or such other course which he/she may be allowed to pursue; and
- (ii) to indemnify and keep harmless the Government against all proceeding, suits, actions, claims, demands, cost and expenses whatsoever which may be taken or made against the Government or incurred or become payable by the Government in respect of 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 Student while on or otherwise in relation to or arising out of the Course or such other course which he/she may be allowed to pursue.

7. Any forbearance whether passive or express on the part of the Government in enforcing any of its remedies for any breach by the Student of any one or more of the terms and conditions herein contained or any other act or thing which but for this clause would operate as a release of the Student or the Sureties shall not in any way affect or prejudice the joint and several liability of the Sureties or the continuing liability of the Sureties or either of them or their estates.

8. It is further expressly agreed by and between the Student and the Sureties and the Government that if at any time during the currency of this Agreement either of the Sureties shall die or cease to reside within or remain out of their respective Country of Residency for more than twelve (12) consecutive months or shall become insolvent (the duty of reporting any such events to the Government being hereby placed on the Student) then and in such an event the Student and the remaining Surety or either of them shall substitute a new Surety who is acceptable to the Government and who shall be ready and willing to substitute for and take over the obligations herein contained of the Surety who has died, ceased to reside within or remained out of their respective Country of Residency as aforesaid or has become insolvent.

PROVIDED that in the event that no such substitute Surety can be found, the Government may at its option at any time thereafter terminate this Agreement and the Student shall thereupon cease to have any further claim to any benefits under this Agreement or to any right to damages, expenses, claims, demands or cost of any kind whatsoever without prejudice to his/her obligations under this Agreement.

9. In consideration of the premises, the Student also irrevocably consents to and authorises the disclosure by the relevant Government ministry or statutory board, to the Ministry of Education, 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, in particular, whether he/she has complied with clause 2(1) of this Agreement.

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

11. The Government having agreed to bear the expense of providing the proper stamp duty in respect of this Agreement, this Agreement is exempted from such duty under Section 35(a) of the Stamp Act (Cap 147).

12. The parties hereto agrees 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 jurisdiction to decide all questions arising hereunder.

THE SCHEDULE

The amount of damages for which the Student and the Sureties shall be jointly and severally liable under Clauses 3 (a) to 3 (e) of this Agreement shall be the total amount of subsidy received by the Student together with 10% compound interest per annum on the total amount of subsidy received.

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

I) Signed

Name : _____
(Signature)

Designation :

for and on behalf of the Government of the Republic of Singapore

In the presence of:

Name : _____ (Witness) _____
(Signature)

Address:

II) Signed

Name : _____ (Student) _____
(Signature)

In the presence of:

Name : _____ (Witness) _____
(Signature)

Address:

III) Signed

Name : _____ (First-named surety) _____
(Signature)

In the presence of:

Name : _____ (Name of Notary Public / Commissioner for Oaths / Lawyer / Witness*) _____
(Signature & Seal)

Address:

IV) Signed

Name : _____ (Second-named surety) _____
(Signature)

In the presence of:

Name : _____ (Name of Notary Public / Commissioner for Oaths / Lawyer / Witness*) _____
(Signature & Seal)

Address:

* Delete where applicable.

The portion below is to be completed and signed by Notary Public/ Commissioner for Oaths:-

On this _____ day of _____ A.D. _____ before me,
(date) (month) (year)

_____ a/ an Notary Public/ Commissioner for Oaths/ Advocate and
(name of Notary Public / Commissioner for Oaths / Lawyer)

Solicitor practicing in _____ personally appeared
(State/ Country)

(1st –named surety) who of my own personal knowledge I know to be the identical person whose

name “ _____ ” * is subscribed to the above written instrument and acknowledge that he/she had
(Signature of 1st –named surety)

voluntarily executed this instrument at _____
(State/ country of document signed)

Witness my hand and seal:

(Signature and seal of Notary Public / Commissioner of Oaths / Lawyer)

On this _____ day of _____ A.D. _____ before me,
(date) (month) (year)

_____ a/ an Notary Public/ Commissioner for Oaths/ Advocate and
(name of Notary Public / Commissioner for Oaths / Lawyer)

Solicitor practicing in _____ personally appeared
(State/ Country)

(2nd –named surety) who of my own personal knowledge I know to be the identical person whose

name “ _____ ” * is subscribed to the above written instrument and acknowledge that he/she had
(Signature of 2nd –named surety)

voluntarily executed this instrument at _____
(State/ country of document signed)

Witness my hand and seal:

(Signature and seal of Notary Public / Commissioner of Oaths / Lawyer)

AUTHORISATION LETTER

To: Central Provident Fund Board

I refer to the MOE Service Obligation Agreement dated _____ day of _____ Two Thousand and _____ (_____) that I entered into with the Ministry of Education ("MOE"), and I acknowledge that the MOE will require information on my employment status for the monitoring of my Service Obligation bond.

I hereby authorize the Central Provident Fund Board to provide information to MOE on whether I am receiving CPF contributions in respect of employment. This authorization shall take effect from the date of the said Service Obligation Agreement and will continue as long as I remain bonded to MOE under the Service Obligation Scheme.

Signed

Name :

UIN/FIN:

(Student)

(Signature)

In the presence of:

Name :

(Witness)

(Signature)

Address:

Date:

SAMPLE