

### **TERMS AND CONDITIONS FOR USE OF NUS TALENTCONNECT**

- 1) You (or “Employers”) are now on the NUS TalentConnect site, owned and managed by the National University of Singapore’s Centre for Future-ready Graduates.
- 2) Employers must treat the information on the NUS TalentConnect as private and confidential, to be used solely for the purpose of recruitment of the specified jobs advertised by you.
- 3) Employers must comply with the Singapore Personal Data Protection Act 2012 when Employers collect, use or disclose and process personal data of individuals. Employers agree that when dealing with personal data, it shall:
  - (a) only use personal data for legitimate recruitment purpose only, in accordance with the terms and conditions herein;
  - (b) protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing;
  - (c) give NUS notice in writing as soon as reasonably practicable should it be aware of, or reasonably suspect, that any of the events referred to in Clause 3(b) has occurred and shall use its best efforts and render its full cooperation to NUS in remedying the event and preventing its re-occurrence;
  - (d) not retain personal data for any longer than is necessary for the permitted purpose;
  - (e) limit disclosure of such personal data to its employees on a need to know basis and only for the permitted purpose; and
  - (f) not to disclose or transfer any personal data to any third party (whether situated in Singapore or otherwise) without the prior written approval of NUS and consent of that individual to which personal data relates, which may contain additional terms and conditions to govern such a disclosure or transfer.
- 4) Employer undertakes to indemnify NUS against all losses, damages, costs, claims and liabilities (including full legal costs) which may be suffered or incurred by NUS or asserted against NUS by any person, party or entity , in respect of any matter or event arising out of or in respect of any breach of any of the provisions in clause 3.
- 5) Employers are liable for any misuse of student and alumni information on the NUS TalentConnect.

### **Registration and Access Request**

- 6) The Centre for Future-ready Graduates endeavours to approve as many employer registration as possible with the intern of sharing employment opportunities with students.
- 7) However, we also seek your understanding that we may need to be selective in the type of companies and industries that are represented on our job portal.
- 8) The Centre for Future-ready Graduates reserves the right to not approve company registration which in our opinion are not suitable to advertise through the NUS TalentConnect in the best interests of our students and graduates; e.g. companies which:

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- a. Are on MOM's list of convicted employers.
  - b. Are on MAS's Investor Alert list.
  - c. Do not furnish accurate and sufficient information during the registration process.

### **Use Rights and Related Terms**

- (a) Upon successful registration, Employers undertake and agree to comply fully with these **TERMS AND CONDITIONS FOR USE OF NUS TALENTCONNECT**. In consideration of your acceptance of the terms and conditions, NUS will provide you with a non-exclusive, non-transferable, limited permission to use the **NUS TALENTCONNECT** for the permitted purpose only. Except for this limited permission granted herein, NUS does not grant to you any express or implied rights or licenses under any patents, trade marks, copyrights, or other proprietary or intellectual property rights.
- (b) You must only use the **NUS TALENTCONNECT** for legitimate recruitment purpose and in compliance with all applicable laws in any jurisdictions from which you are assessing and using **NUS TALENTCONNECT**. You undertake not to use the **NUS TALENTCONNECT** for or to carry out any activity that is prohibited under the laws of Singapore and/or under any other applicable law.
- (c) The **NUS TALENTCONNECT** is maintained by NUS. All rights, title and interest in the **NUS TALENTCONNECT** related contents and materials are owned by, licensed to or controlled by NUS. You acknowledge that any and all copyright, trade marks, and other intellectual property rights subsisting in or used in connection with the data and the **NUS TALENTCONNECT** are the property of NUS or the respective data owners/licensors.
- (d) The **NUS TALENTCONNECT** including data and contents within are provided on an "as is" and "as available" basis. To the extent permitted by law, NUS disclaims all warranties or conditions of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. NUS does not warrant that the **NUS TALENTCONNECT** including data and contents will meet your requirements or that the **NUS TALENTCONNECT** including data and contents will be available at all times uninterrupted, secure, accurate or error free. NUS does not control Internet transmission and provides no warranty over security of any information transmitted over the Internet. Any data transmitted by you through the **NUS TALENTCONNECT** including data and contents are transmitted at your own risk.
- (e) To the extent permitted by law, NUS excludes all liability for any direct or indirect, consequential or incidental or special loss of any kind (including loss of profits or revenue, or loss of or damage to any data), whether arising from breach of contract, tort (including defamation, infringement of intellectual property rights) or otherwise arising out of the use of **NUS TALENTCONNECT**, whether or not notified of such damages or loss arising. In no event shall NUS be held liable for any loss, damage, cost or expense incurred by you or any persons for any cause whatsoever exceed the sum paid by you to NUS for access and use of the **NUS TALENTCONNECT**. If you access and use the **NUS TALENTCONNECT** at no charge, NUS is not liable to you for any amounts whatsoever.
- (f) You undertake to indemnify and hold harmless NUS at all times against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained or incurred by NUS directly or indirectly in connection with, your access to and/or use of the **NUS TALENTCONNECT**, or any materials, derivative works (including maps, overlays or images) produced by you derived from the **NUS TALENTCONNECT**, or any breach by you of these terms and conditions.

- (g) Your rights granted by NUS to use the **NUS TALENTCONNECT** shall terminate immediately in the event that you are in breach of any provision of these terms and conditions. NUS may terminate your access and use of the **NUS TALENTCONNECT** at any time without providing any reasons whatsoever. Upon termination, you shall immediately cease to use or access the **NUS TALENTCONNECT**. The terms and conditions so intended to survive after the termination shall survive beyond termination.
- (h) These terms and conditions of use shall be governed by and construed in accordance with the laws of Singapore. The parties agree to submit to the exclusive jurisdiction of the courts of Singapore. These terms and conditions shall not be enforceable under the Contracts (Rights of Third Parties) Act by a person who is not a party to it.
- (i) Nothing in these terms and conditions shall be construed as a partnership between NUS and you nor constitute the appointment of NUS as your partner or agent. For the avoidance of doubt, NUS merely facilitates this NUS TalentConnect platform for education related purposes and NUS is not in the business of an employment agency and nothing in these terms and conditions shall be construed as such.
- (j) We reserve the right at our sole discretion to reject or remove any company registration or listing in NUS TalentConnect at any time for any reason. We are not obliged to provide any reasons to any parties regarding any such rejection or removal.

#### **Job/Internship vacancy advertising policy**

- 9) The Centre for Future-ready Graduates aims to circulate vacancies and other job/internship opportunities with a high level of efficiency and accuracy.
- 10) As a Recruiter, you should:
  - a. Provide comprehensive, complete and accurate information concerning the vacancy, failing which, your submission may be rejected.
  - b. Provide us with at least **two weeks** of notice prior to your closing date.
- 11) We reserve the right to edit advertisements for purposes of:
  - a. Accuracy, brevity and clarity.
  - b. Manpower legislation, where the Centre for Future-ready Graduates has a legal responsibility not to advertise vacancies that may be construed as discriminatory.
- 12) The Centre for Future-ready Graduates reserves the right not to advertise vacancies or voluntary opportunities which in our opinion are not suitable for advertising through the NUS TalentConnect, or which we feel are not in the best interests of our students and graduates e.g. vacancies which:
  - a. Have company information that are incomplete, e.g. the nature of company, missing address.
  - b. Have misleading, incomplete, brief or inaccurate job descriptions.
  - c. Require an up-front financial investment by the student/graduate, e.g. franchises.
  - d. Are jobs unsuitable for our students' learning or exposure.
  - e. Are proprietary trading companies requiring graduates to pay desk fees.

- f. Are connected with a pyramid, multi-level marketing or similar style selling scheme.
- g. Represent an undue health and/or safety risk to the student/graduate.
- h. Involve students writing or sharing academically related material for use by other students or by the Company.
- i. Are commission-only sales/marketing roles.
- j. Promote or endorse illegal activity.
- k. Pay 'in kind' rather than being salaried, e.g. tickets to shows, vouchers, meals.

### **Job and Internship Offers**

- 13) Companies are expected to provide students with sufficient time to decide whether to accept or reject an employment offer. This will enable students to carefully consider the offer.
- 14) In addition, it is improper for Companies to impose undue pressure on students regarding acceptance of job or internship offers, including pressure on the student to revoke their acceptance of a job or internship offer from another company.
- 15) When students are given sufficient time to gather thorough information related to all available job or internship opportunities, they will feel more secure in their choices after they have analysed all the information available to them, and are more likely to make good long-term employment decisions and less likely to renege on job or internship acceptances.
- 16) Companies can feel more confident that students have accepted their offer with every intention of honouring their commitment.
- 17) The pressure to accept early makes it harder for the Centre for Future-ready Graduates to enforce our philosophy against renegeing and can also damage the relationship with students, other recruiters and the University.
- 18) Please note all offer contracts must be between the company and the students, not National University of Singapore.

### **Headhunting/Recruitment Firms and Third Party Representatives**

- 19) All Headhunting/Recruitment Firms and Third Party Representatives recruiting National University of Singapore students must adhere to these terms and conditions. They must ensure honesty, accuracy and respect for candidate confidentiality at all stages, including only providing confidential candidate data to the client with the candidate's prior consent. The firm should only present the candidate to more than one client if the candidate has agreed to this.
- 20) Headhunting/Recruitment Firms and Third Party Representatives who charge students for services will not be permitted to use any services offered by the Centre for Future-ready Graduates.
- 21) Headhunting/Recruitment Firms and Third Party Representatives who are newly established, do not have a strong track record or reputation will not be permitted to use any services offered by the Centre for Future-ready Graduates.

### **Students' right to privacy**

22) Students deposit their resumes at the NUS TalentConnect when applying to opportunities offered by your company and these resumes are made available to you. The resumes are for recruitment purposes only and not for any other purposes such as surveys, soliciting of sales, etc. Companies must keep the resume as a confidential document and must not forward it to other parties outside the University.

### **Consequences of Unacceptable Practices**

- 23) Employers who knowingly violate these terms and conditions may be denied access to future Recruiting programmes.
- 24) The Centre for Future-ready Graduates will evaluate each recruiting violation by the Employer on a case-by-case basis. Possible courses of action may include the following:
- Not granting access to recruiting through the NUS TalentConnect.
  - Placing a company on probation or warning for a period of time.
  - Prohibiting a company from recruiting at NUS for a period of time.
- 25) The Employer will comply with its obligations under applicable laws and regulations including the Employment Act, and abide by employment best practices. The Employer acknowledges that it is an offence for non-payment of salary (information is available at Ministry of Manpower (MOM) website: <https://www.mom.gov.sg/employment-practices/salary>). In addition, notwithstanding any terms and conditions that may be contrary, the Employer acknowledges that NUS reserves the right to take action against any Employer for non-compliance of any of these terms and conditions.

If you have any questions or require further information about the above terms and conditions, please contact the Centre for Future-ready Graduates team at 65161385 or [hire@nus.edu.sg](mailto:hire@nus.edu.sg).

NUS reserves the right to amend these terms and conditions at any time. Amendments take effect immediately upon NUS posting it in the **NUS TALENTCONNECT** website. It is your responsibility to check for any amendments before using the **NUS TALENTCONNECT**. By continuing to access or use the **NUS TALENTCONNECT**, you are deemed to have agreed to be bound by the terms and conditions as amended.