

PRIVATE AND CONFIDENTIAL

5 October 2015

Mr Erickson Erigio Fajiculay
55 Col Bravo St.
Signal Village
Taguig City
Philippines

Dear Mr Fajiculay

LETTER OF APPOINTMENT AS RESEARCH ASSOCIATE (THIS "LETTER")

On behalf of Nanyang Technological University (the "**University**"), we are pleased to offer you an appointment as **Research Associate** in our **Earth Observatory of Singapore**.

Subject to your satisfactory completion of all pre-employment formalities, this appointment will be effective from the date of your actual commencement of duty and will be tenable for a period of **one year**.

We are pleased at the prospect of having you join us as a research member of the Earth Observatory of Singapore. We believe you will find the Nanyang Technological University a vibrant, supportive and stimulating environment that provides opportunities for scholastic, research and professional development.

1 REMUNERATION

1.1 The components of your salary package are set out below. The salary package may change in accordance with the University's Prevailing Policies and Practices:

1.1.1 Monthly all-in Salary

You shall be paid a monthly all-in salary of **S\$3,400.00**.

Your salary shall be paid in Singapore currency on or before the last working day of every calendar month. Your salary in respect of an incomplete month of employment shall be paid on a pro-rata basis.

Your monthly all-in salary may be reviewed annually on the basis of your performance, in accordance with the University's performance, salary review guidelines and project funding budget.

You will be paid a settling-in allowance (payable once only) of **S\$1,000.00**.

1.1.2 Annual Variable Payments

Subject to the above considerations, the University may decide to pay you an individual performance bonus. Such payments are not contractual obligations and the University may, in its sole and absolute discretion, reserve the right to vary or withdraw them at any time.



The terms and conditions of this appointment, as well as the benefits, are as set out in this letter and **APPENDIX 1** enclosed with this letter.

2 LEAVE AND BENEFITS

2.1 The following are your benefits subject to the policies and terms and conditions of the Schemes. The University may from time to time modify or amend the Schemes and will endeavour to inform the relevant parties of such modification or amendments.

2.1.1 Leave

- (a) Paid annual leave of twenty-one (21) days. Your annual leave in respect of an incomplete month and/or year of employment will be pro-rated. However, you will have to refund the leave pay of any leave taken if you leave the University before completing three (3) months of service.
- (b) Paid medical leave of not more than sixty (60) days per calendar year (including hospitalisation and outpatient medical leave provided that the outpatient medical leave shall not exceed fourteen (14) days per calendar year) if you submit medical certificates issued by a medical practitioner registered under the Singapore Medical Council for such period.

2.1.2 Your medical benefits eligibility shall be in accordance with the University's FlexiBen@NTU Flexible Benefits Scheme.

3 TERMINATION OF EMPLOYMENT

3.1 This contract of employment may be terminated at any time by either party giving to the other not less than one (1) month's notice in writing or payment of one (1) month's salary, in lieu of notice.

3.2 In addition, without derogation to any of the University's rights under general law (including its right under general law to terminate your employment for cause), any of the following factors shall be taken into consideration in assessing your work performance and the University shall be entitled to suspend and/or terminate without notice and compensation your employment on the following grounds:

- 3.2.1 if you are charged with or convicted of any offence which the University regards may bring it or persons associated with it into disrepute;
- 3.2.2 if you are guilty of any gross negligence or wilful misconduct in connection with or affecting the business of the University or its subsidiaries;
- 3.2.3 if you are guilty of misconduct whether or not in the performance of your duties under this Contract;
- 3.2.4 if you fail to perform your duties and obligations under this Contract;
- 3.2.5 if you are deemed by the University to have conducted yourself so as to affect or likely to affect the public image of the University adversely;
- 3.2.6 if you have been declared by an order of court made pursuant to the provisions of the Mental Disorders and Treatment Act (Chapter 178) as being of unsound mind and incapable of managing your affairs; or

- 3.2.7 if you have been certified in writing by a Medical Board appointed by the University consisting of three (3) registered medical practitioners, one of whom shall be nominated by you, to be unfit for further service in the University. If you refuse or are unable to nominate a medical practitioner of your own choice within fourteen (14) days upon being requested so to do, the University shall appoint the third medical practitioner to constitute the Medical Board. You shall whenever required so to do by the University submit yourself for examination by the Medical Board at the expense of the University.

4 WORK PASS

This appointment is made on the basis that you are not a Singapore Permanent Resident or a Singapore Citizen. The terms of your appointment will be reviewed and revised if you acquire Singapore Permanent Residence or Singapore Citizenship. Please notify the University immediately on acquiring such status.

You shall only work for the University during the period relevant to the work pass issued to you by MOM. You shall not be engaged in any other business activities in competition with the University, no matter where these activities occur, and shall not serve concurrently in any other company, entity or organisation during the validity period of the work pass.

The employment contract shall be invalid on the expiry of the work pass or at the expiry of this employment contract, whichever is earlier. Renewal of the relevant work pass shall be at the sole discretion of the University, in accordance to the prevailing laws in force in Singapore.

5 PRE-EMPLOYMENT FORMALITIES

- 5.1 For this offer to take effect, the following pre-employment formalities are to be completed:

5.1.1 You will need to obtain an Employment Pass from the relevant authority in Singapore to work at NTU, and the University will help you with this process; please complete and return the following forms to us by **19 October 2015**:

- (a) Personal Particulars Form;
- (b) Reply Form;
- (c) Form for Declaration for Directorship/Partnership/Proprietorship in Public and Private Companies;
- (d) Employment Pass Application Form 8; and
- (e) Dependant's (if applicable) Passes Application Form 12.

5.1.2 The appointment is conditional upon your satisfying the University as to your medical fitness.

Please arrange for the medical examination only after you have received the letter from the Employment Pass Department conveying the in-principle approval of your Employment Pass application together with any other instructions from the Employment Pass Department regarding the requisite medical examination and the submission of the medical report. The physician must complete the report in English. The medical examination report form will be attached when we subsequently send the in-principle approval letter to you. The University undertakes to meet the physician's normal charges for your medical examination, reimbursement for which will be made upon production of original receipt(s) after you have assumed duty in the University.


Please note that the Employment Pass Department will not accept medical reports that are issued more than 3 months from the time of submission of the reports to the Employment Pass Department.

6 ENTIRE CONTRACT

This letter and all enclosures hereto (collectively known as "the Contract") contain the entire agreement between the parties and supersede any prior oral or written agreements, commitments, understandings or communication with respect to this subject matter and may only be amended or modified by a supplemental agreement signed by both parties.

We look forward to your acceptance of this appointment. Please feel free to contact Amanda Lee via e-mail: ajwlee@ntu.edu.sg or at tel: 6316 8997 if you have any questions concerning this offer of employment.

Yours sincerely



Daisy Yeo
Deputy Director

enc:

cc Director, Earth Observatory of
 Singapore

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Attachments/Papers enclosed with the Letter of Appointment

1. Appendix 1 (Terms and Conditions of Appointment)
2. Annual Leave regulations NSS-HR/LEAV/RES
3. NTU Personal Data Privacy Statement and Consent For Employees

Forms to be completed and returned to NTU Shared Services – Human Resources

1. Reply Form
2. Personal Particulars Form
3. Form for Declaration for Directorship/Partnership/Proprietorship in Public and Private Companies
4. MOM Form 8 (Employment Pass) and Form 12 (Dependant Pass)