



JUSTICE FOR ALL

EMPLOYMENT LAW HANDBOOK

FOR SINGAPORE CHARITIES

Employment Law Handbook for Singapore Charities

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We hope the *Employment Law Handbook for Charities 2024* will serve as a valuable resource for charities, helping them navigate legal complexities and focus on their missions to serve society.

While every effort has been made to ensure the accuracy of the information, please note that this publication is intended to serve as a general guide and not as legal advice. As laws may change over time, users are encouraged to consult legal professionals for advice on specific issues.

We are proud to present this first edition and hope it will be the foundation for further resources and collaborations in the future.

The information and legal references contained herein are accurate as of 10 September 2024.



JUSTICE FOR ALL

LATHAM & WATKINS LLP

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1. EMPLOYEES, FREELANCERS, VOLUNTEERS, AND INTERNS

1.1 Employment Act 1968

(a) Main piece of labour legislation in Singapore

The Employment Act 1968 (the “**Employment Act**”)¹ is the main piece of labour legislation in Singapore. The Employment Act covers employees (local and foreign) working under a contract of service with an employer. Such employees may be:

- (i) Employed on any of the following bases:
 - (A) full-time;
 - (B) part-time (i.e. less than 35 hours a week);²
 - (C) temporary; or
 - (D) contract, and/or
- (ii) Paid on any of the following bases:
 - (A) hourly;
 - (B) daily;
 - (C) monthly; or
 - (D) piece-rated (piece rate pay occurs when workers are paid by the unit performed (e.g. the number of tee shirts or bricks produced) instead of being paid on the basis of time spent on the job).

However, the Employment Act excludes from its definition of “employees” all seafarers, domestic workers, and statutory board employees or civil servants.

Other Acts of Parliament which regulate labour rights in Singapore include, among others, the Central Provident Fund Act 1953 (the “**CPF Act**”) and the Child Development Co-Savings Act 2001 (the “**CDCS Act**”).³

Further information is available on the Ministry of Manpower website, at <https://www.mom.gov.sg/employment-practices/employment-act/who-is-covered>.

¹ The legislation is available at <https://sso.agc.gov.sg/Act/EmA1968>.

² See section 66A, of the Employment Act.

³ Please note that we have not set out the Work Injury Compensation Act 2019, and that this guidebook does not set out exhaustively all labour laws which may apply to other industries.

(b) **Explanatory notes**

Freelancers, volunteers and interns without a contract of service with the employer are not covered by the Employment Act and do not gain the rights and benefits under it. There are no legal definitions of the terms “freelancer”, “volunteer” or “intern”. The extent of the rights that such workers may acquire depends on whether they can qualify as employees working under a contract of service with an employer.

1.2 **Part IV of the Employment Act**

(a) **Application of Part IV**

Part IV of the Employment Act contains certain provisions governing rest days, hours of work, and other conditions of service. However, note that this Part applies only to the following two groups of employees:

- (i) workmen earning a **basic monthly salary** of not more than \$4,500 a month. This includes any person who:⁴
 - (A) does manual work (including artisans and apprentices, but not seafarers or domestic workers);
 - (B) operates or maintains (other than in a clerical capacity) commercial vehicles with passengers;
 - (C) supervises in person manual workers, but also performs manual work more than half their working time; or
 - (D) has a job listed below:⁵
 - (I) cleaner;
 - (II) construction worker;
 - (III) labourer;
 - (IV) machine operator and assembler;
 - (V) metal and machinery worker;
 - (VI) train, bus, lorry and van driver;
 - (VII) train and bus inspector; or
 - (VIII) workman employed at piece rates (that is, as explained above, a worker who is paid for each completed piece or

⁴ See the definition of “workman” in section 2 of the Employment Act.

⁵ See First Schedule to the Employment Act.

task that is assigned to him/her rather than on an hourly, daily, monthly, etc. basis) at an employer’s premises.

- (ii) non-workmen employees who (i) are not employed in a **managerial** or **executive** position and (ii) earn a **basic monthly salary** of not more than \$2,600 a month.

(b) **Explanatory notes**

Per guidance from the Ministry of Manpower:⁶

- (i) “Managers” and “executives” are employees with executive and supervisory functions, which may include:
 - (A) making decisions on issues such as recruitment, discipline, termination of employment, performance assessment and reward;
 - (B) formulating strategies and policies of the enterprise; and/or
 - (C) managing and running the business.
- (ii) “Managers” and “executives” also include professionals with tertiary education and specialised knowledge or skills whose employment terms are like those of managers or executives. Examples include lawyers, chartered accountants and practising doctors and dentists.
- (iii) Note that a “basic monthly salary” excludes payment of overtime, bonus, annual wage supplement, productivity incentive payment, reimbursement for special expenses and all allowances.

1.3 **Summary of differences between employees, part-time employees, freelancers, volunteers and interns**

Below is a table summarising the key differences between employees, part-time employees, freelancers, volunteers and interns under Singapore employment law.

Key differences	Covered by the Employment Act	Not covered by the Employment Act
	Employees, including: <ul style="list-style-type: none"> · Part-time employee · Intern with a contract of service with the employer 	<ul style="list-style-type: none"> · Freelancer · Volunteer · Intern without a contract of service with the employer

⁶ Available on their website, at <https://www.mom.gov.sg/employment-practices/employment-act/who-is-covered>.

	(A) Covered by Part IV of the Employment Act <ul style="list-style-type: none"> · Workman earning up to \$4,500 a month. · Non-workman earning up to \$2,600 a month and is not employed in a managerial or executive position. 	(B) Not covered by Part IV of the Employment Act <ul style="list-style-type: none"> • Employees (as defined in the Employment Act) other than those listed in (A). 	
Is there a contract of service?	YES.		NO.
Are there restrictions on working time?	YES: <ul style="list-style-type: none"> · Break times. · Normal hours of work. · Overtime pay. · Maximum hours of work. · Rest day. 	NO except that part-time employees are entitled to overtime pay.	NO.
Does the employer provide CPF contributions?	YES.		NO.
Does the employer provide Itemised pay slips?	YES.		NO.
Is the worker entitled to paid leave?	YES, in each case, unless otherwise noted, where the employee has served the employer for a continuous period of not less than three months: <ul style="list-style-type: none"> · Adoption leave for eligible adoptive mothers*. · Annual leave for employees. 		NO.

	<ul style="list-style-type: none"> · Childcare leave for eligible working parents*. · Maternity leave for eligible working mothers*. · Paternity leave for eligible working fathers*. · Shared parental leave for eligible working fathers. This benefit does not require the employee to have served the employer for at least three months*. · Sick leave for employees. · Unpaid infant care leave for working parents of a child who is a Singapore citizen*. <p>*For payment claims under these specific headings, more information and resources (including application forms) can be found at https://www.profamilyleave.msf.gov.sg/ and under the CDCS Act.</p>	
Is the worker entitled to public holidays?	YES.	NO.
Is the worker entitled to bring his or her employment claims under the Tripartite Mediation Framework?	YES.	NO.

1.4 Rights/Benefits enjoyed by employees

(a) Minimum wage

There is no legal minimum wage for local or foreign workers in Singapore.

(b) Restrictions relating to working time, breaks, overtime pay and rest day for employees covered under Part IV of the Employment Act

Employees covered under Part IV of the Employment Act (see Section 1.2(a) above) are entitled to breaks, overtime pay and rest day. Conversely, there are no restrictions on working time, breaks, overtime pay and rest day for employees NOT covered under Part IV of the Employment Act, except for overtime pay for part-time employees.

The following sub-sections of this Section 1.4(b) apply only to employees covered by Part IV of the Employment Act. Note, for the following provisions under this Section 1.4(b), references to “employees” are to employees covered under Part IV of the Employment Act.

The information below is adapted from guidance provided by the Ministry of Manpower at its website, available at: <https://www.mom.gov.sg/employment-practices/hours-of-work-overtime-and-rest-days>.

(i) **Break times**

Employees can generally expect to have at least one break for every six consecutive hours of work. In instances where an employee is required to work for up to eight consecutive hours, at least one break must be provided for the employee to take his or her meals. This meal break must be for at least 45 minutes.

(ii) **Normal hours of work**

The contract of service will contain the “contractual working hours” agreed to between the employer and employee.

Common work arrangements	
If the employee works	The employee’s contractual hours of work may be
Five days or less a week	Up to nine hours in one day or 44 hours in one week
More than five days a week	Up to eight hours in one day or 44 hours in one week

Other work arrangements	
If the employee works	The employee’s contractual hours of work may be
Less than 44 hours every alternate week	Up to 48 hours in one week, <u>provided that</u> the employee’s work hours are capped at 88 hours in any continuous two-week period. <i>Example:</i> If week 1 = 42 hours; week 2 = 46 hours; week 3 = 42 hours: · Average for weeks 1 and 2 = 44 hours

	<ul style="list-style-type: none"> · Average for weeks 2 and 3 = 44 hours
Shifts of up to 12 hours a day	<p>Up to an average of 44 hours in any continuous three-week period.</p> <p><u>Example:</u></p> <p>If week 1 = 42 hours; week 2 = 46 hours; week 3 = 44 hours; week 4 = 42 hours:</p> <ul style="list-style-type: none"> · Average for weeks 1, 2 and 3 = 44 hours · Average for weeks 2, 3 and 4 = 44 hours <p>Note: If the employee is not a shift worker but consents to working the hours stated here, the employee must (a) give consent in writing, (b) have the provisions of sections 38 and 40 of the Employment Act explained to him or her, and (c) be informed of the times at which the hours of work begin and end, the number of working days in each week and the weekly rest day.</p>

(iii) **Overtime pay**

Overtime work refers to work done over and beyond the normal hours of work (excluding breaks). Employers must pay at least 1.5 times the hourly basic rate of pay for each hour worked overtime. If the overtime is on a rest day or public holiday, rest day/public holiday pay must also be added. Payment must be made within 14 days of the last day of the salary period.

For calculating the hourly basic rate of pay, please see below:

Category of employee	Hourly basic rate of pay
Monthly-rated employee	$(12 \times \text{Monthly basic rate of pay}) / (52 \times 44)$
Daily-rated employee	Daily pay at the basic rate / Working hours per day
Piece-rated employee	Total weekly pay at the basic rate of pay / Total number of hours worked in the week

(iv) **Maximum hours of work**

(A) **General rule**

An employee can work for a maximum of 12 hours a day and a maximum of 72 overtime hours in a month.

(B) **Exceptions**

Employees may work more than the above 12-hour limit (up to a maximum of 14 hours) in any of the following circumstances:

- (I) an accident (actual or threatened);
- (II) to perform work that is essential to the life of the community, defence or security;
- (III) to perform urgent work to be done to machinery or plant;
- (IV) an interruption of work that was impossible to foresee; and
- (V) if an overtime exemption is successfully applied for by the employer with the Ministry of Manpower (in this case, through the Charity's CorpPass account).

Employees may only work above the 12-hour daily and 72-hour monthly limit if an exemption is successfully obtained from the Ministry of Manpower, per the procedure above. The Ministry of Manpower maintains a list of work activities for which it will not grant an overtime exemption, available at: <https://www.mom.gov.sg/-/media/mom/documents/employment-practices/work-activities-where-ot-exemption-will-not-be-granted.pdf>.

(v) **Rest day**

Employers must provide at least one rest day (i.e. whole day, midnight to midnight) per week. This rest day is unpaid, and the maximum allowable interval between two rest days is 12 days. Employers cannot compel employees to work on a rest day, unless exceptional circumstances apply. Employers determine the rest day, which can be on a Sunday, or any other day of the week. If the rest day is not a Sunday, a monthly roster should be prepared by the employer with employees informed before the start of each month.

(vi) **Shift workers**

In the alternative to a rest day from midnight to midnight, a rest day for shift workers can be a continuous period of 30 hours. If this 30-hour period starts before 6 pm on a Sunday, it will be considered as one rest

day within the week (i.e. the seven days from Monday through Sunday), even if it extends into the Monday of the following week.

The way in which payment for work done on a rest day is calculated is as follows:

If work is done	For up to half of normal daily working hours of the employee	For more than half of the normal daily working hours of the employee	Beyond the normal daily working hours of the employee
On the request of the employer	One day's salary	Two days' salary	Two days' salary + overtime pay
On the request of the employee	Half a day's salary	One day's salary	One day's salary + overtime pay

(c) Employer's CPF contributions

Under the CPF Act, employers must pay Central Provident Fund (“**CPF**”) contributions for all employees who are Singapore citizens or Singapore permanent residents. This includes both employees who are covered and not covered by Part IV of the Employment Act (see Section 1.2 above for more information on Part IV of the Employment Act). Work permit holders come under the CPF scheme the day they are granted Singapore permanent residency. The information below includes information taken from the Ministry of Manpower's website at <https://www.mom.gov.sg/employment-practices/central-provident-fund/employers-contributions>.

(i) Definition of “employee” under the CPF Act

Note that the definition of “employees” under the CPF Act differs from that of the Employment Act. Under the CPF Act, an employee is any person who:

- (A) is employed in Singapore by an employer otherwise than as a master, a seaman or an apprentice in any vessel; or
- (B) is a Singapore citizen employed:
 - (I) as a master, a seaman or an apprentice in any vessel, the owners of which have not been exempted from the provisions of the CPF Act; and

- (II) under a contract of service or other agreement entered into in Singapore.

(ii) **Definition of “employer” under the CPF Act**

Note that the definition of “employer” is important to determining who an “employee” is. Under the CPF Act, an “employer” is:

- (A) any person, company, association or body of persons, whether or not incorporated, by whom an employee is employed;
- (B) the owners of any vessel on which an employee is employed;
- (C) any manager, agent or person responsible for the payment of wages to an employee on behalf of an employer; and
- (D) the Government (only in respect of certain categories, classes or descriptions of officers or employees – more information can be found in the CPF Act).

(iii) **Examples of “employees” under the CPF Act**

- (A) company directors;
- (B) part-time or casual employees;
- (C) Operationally Ready NSmen on in-camp training;
- (D) family members of a business owner, if they receive wages for work done for the owner; and
- (E) employees concurrently employed by another employer.

(iv) **Employers’ obligations under the CPF Act**

CPF contributions should be paid by employers by the end of the month, although a grace period of 14 days applies (i.e. the contributions must be paid by the 14th of the following month).

Employers must pay both the employer’s and employee’s share of the monthly CPF contribution, but can recover the employee’s share of the CPF contributions by deducting it from their wages when contributions are paid for that month. If employers have not recovered the money by that time, employers have six months to recover the employee’s share provided:

- (A) the employer’s failure to recover was not due to negligence;
- (B) the employer has paid the CPF contributions; and

(C) the employer has forwarded the employee's written consent to the CPF Board or obtained the CPF Board's permission in writing.

(v) **Foreign workers**

Employers who pay the foreign worker levy for their foreign workers do not have to pay CPF contributions for them but are still required to pay the Skills Development Levy ("SDL").⁷

(vi) **Penalties for not making CPF contributions**

An employer who fails to make CPF contribution payments on time or within the grace period may be liable to:

- (A) late payment interest, chargeable at 18% per annum (1.5% per month), which starts from the first day of the month after the contributions are due, subject to a minimum interest payable of \$5 per month;
- (B) a fine of up to \$5,000 (subject to a minimum of \$1,000 per offence) and/or up to six months' jail;
- (C) a fine of up to \$10,000 (subject to a minimum of \$2,000 per offence) and/or up to 12 months' jail for repeat offenders; and
- (D) a fine of up to \$10,000, imprisonment of up to seven years, or both in the case where the employer deducts the employee's share of CPF contributions but fails to pay such contributions to the CPF Board.

(d) **Itemised pay slips**

By law, employers are required to issue itemised pay slips (in either hard or soft copy) to all employees covered by the Employment Act. Information below is adapted from the Ministry of Manpower's website, available at <https://www.mom.gov.sg/employment-practices/salary/itemised-payslips>.

(i) **Time of issuance**

Itemised pay slips must be given at the time that payment is made to the employee, or if not, at the latest within three working days of such payment.

⁷ Pursuant to the Skills Development Levy Act 1979, every employer must, in respect of their employees (including foreign employees), pay the SDL, which is payable at 0.25% of the monthly wages of the employee, subject to a minimum of \$2 and maximum of \$11.25. This sum is collected by the CPF Board on behalf of the SkillsFuture Singapore Agency.

(A) **Termination/ dismissal**

In the case of payments made on termination/ dismissal, the itemised pay slip must be given at the time of payment of any outstanding salary, or on the employee's last day of employment with the employer.

(ii) **Required information**

Unless such information is not applicable (e.g. items (I) – (K) below are not applicable if the employee does not work overtime), itemised pay slips must contain the following information:

- (A) Employer's full name;
- (B) Employee's full name;
- (C) Date of payment (or dates, if there are multiple payments being consolidated in the payslip);
- (D) Basic salary (to include, in the case of hourly, daily or piece-rated workers, the basic rate of pay (e.g. amount of pay per hour/piece produced) and the total number of hours/days worked or pieces produced, as applicable);
- (E) Start date and end date of the salary period;
- (F) Allowances paid for the salary period (including, e.g. fixed allowances such as transport and/or ad-hoc allowances such as a one-off payment to purchase a uniform);
- (G) Any other additional payments for each salary period (e.g. bonuses, payment for work done on rest day, payment for work done on public holiday);
- (H) Deductions made for each salary period (e.g. fixed deductions such as the employee's CPF contribution and/or ad-hoc deductions such as those for no-pay leave or absence from work);
- (I) Number of overtime hours worked;
- (J) Amount of overtime pay;
- (K) Start date and end date of overtime payment period (if such period is different from item E above); and
- (L) Total net salary paid.

(iii) **Records to be kept**

Records of pay slips must be kept, in either hard or soft copy, by the employer for the following periods:

(A) **In respect of current employees**

Pay slips to be kept for the latest two years.

(B) **In respect of former employees**

Pay slips to be kept for the last two years; the employer shall keep such records for one year after the employee leaves the employer's employment.

(e) **Leave**

Information below has been adapted from guidance available on the Ministry of Manpower website, <https://www.mom.gov.sg/employment-practices/leave>. Generally, statutory leave is provided for under both the Employment Act and the CDCS Act.

(i) **Adoption leave**

12 weeks of paid adoption leave is available to eligible adoptive mothers, for care of the adopted infants. Such leave is also available to self-employed persons.

(A) **Eligibility criteria – where adopted child is a Singapore citizen**

- (I) The adopted child must be below 12 months of age at the time of filing of the court application to adopt.
- (II) The adoptive mother must have been working for the employer or have been self-employed for a continuous period of minimally three months in the period immediately before the court application is filed.
- (III) The adoption order must be passed within one year from the time of the filing of the court application to adopt.

(B) **Eligibility criteria – where adopted child is a foreigner**

- (I) The adopted child must be below 12 months of age when in-principle approval is granted for a Dependent's Pass.
- (II) One of the adoptive parents must be a Singapore citizen.
- (III) The adoptive child must become a Singapore citizen within six months of the time the child is adopted.

- (IV) The adoptive mother must have been working for the employer or have been self-employed for a continuous period of minimally three months in the period immediately before in-principle approval is granted for a Dependent's Pass.
- (V) The adoption order must be passed within one year from the time of in-principle approval is granted for a Dependent's Pass.

(C) **Entitlement**

If the above conditions are satisfied, the adoptive mother is entitled to 12 weeks of adoption leave, capped at \$10,000 for every four-weeks of leave taken (including CPF), such leave to be taken before the child's first birthday.

Employers will pay the usual monthly salary during the employee's leave period and may claim reimbursement from the government, as per below:

(I) **First and second children**

The first four weeks are paid by the employer and the last eight weeks are reimbursed by the government up to a maximum of \$20,000, including CPF contributions.

(II) **Third and subsequent children**

All 12 weeks are reimbursed by the government up to a maximum of \$30,000, including CPF contributions.

Leave can be taken in any of the following two ways:

(I) **Default** (without an agreement between employer and employee):

- (1) Where the adoptive child is a Singapore citizen, a continuous stretch of 12 weeks from when the court application to adopt is filed for.
- (2) Where the adoptive child is a foreigner, a continuous stretch of 12 weeks from when in-principle approval is granted for a Dependent's Pass.

(II) **Flexibly** (with an agreement between employer and employee):

The first eight weeks must be taken in a continuous stretch between (a) where the adoptive child is a Singapore citizen, when the court application to adopt is filed for or (b) where the adoptive child is a foreigner, when in-principle approval is granted for a Dependent's

Pass, and the date when the Adoption Order is granted (dates inclusive). The last four weeks can then be taken flexibly in days before the child is one year old.

(ii) **Annual leave**

(A) **Eligibility criteria**

An employee is eligible for annual leave if he or she has worked for his or her employer for at least three months.

(B) **Entitlement**

An employee's annual leave entitlement depends on the number of years of service rendered to the employer (beginning from the employee's first day of work):

Year of service	Days of leave
1 st	7
2 nd	8
3 rd	9
4 th	10
5 th	11
6 th	12
7 th	13
8 th and thereafter	14

(I) **Pro-rating**

If the employee has worked for more than three months, but less than one year, or if the employee has worked for a number of months in excess of a year of service, he or she is entitled to pro-rated annual leave, calculated at *(Number of completed full months of service ÷ 12 months) × Number of days of annual leave entitlement*, such pro-rated amount to be rounded up (if 0.5 day or above) or down (if below 0.5 day) to the nearest whole number.

(C) **Special situations**

(I) **Half-days**

Annual leave taken on a half working day is considered a full-day's leave unless the employer chooses to treat it as a half-day's leave.

(II) **Forfeiture of annual leave**

An employee's annual leave may be forfeited in the following circumstances:

- (1) The employee is, without permission or reasonable excuse, absent from work for more than 20% of the working days in the months or in the year;
- (2) The employee is dismissed for reasons of misconduct;
- (3) In the case of an employee who does not fall within Part IV of the Employment Act (see Section 1.2(a) above), the employee fails to use his or her entitlement of annual leave within 12 months, and his or her contract does not permit him or her to carry forward any unused annual leave to the next 12 month period; and
- (4) Note that employees covered under Part IV of the Employment Act must be allowed to carry forward any unused annual leave accrued in a 12-month period to the next 12-month period (but not any later).

(III) **Unpaid leave**

If an employee has consumed all of their annual leave entitlement, he or she may apply to his or her employer for unpaid leave.

(IV) **Calculation of annual leave time**

If an employee's work shift is in excess of eight hours, one day of annual leave is equivalent to the actual working day (e.g. if the worker works an 11-hour shift, one day of leave would be 11 hours).

(V) **Marriage and compassionate leave**

Legislation does not provide employees with any entitlement to marriage and compassionate leave. However, the contract of service between an employer and employee may provide for such leave.

(VI) **Absence without leave**

Absence from work in excess of two continuous work days without approval is a breach of contract. In this case, employees must pay salary in-lieu of notice to the employer.

(iii) **Childcare leave**

Under the Employment Act and the CDCS Act, eligible⁸ working parents of children who are Singapore citizens are entitled to six days of paid childcare leave annually. Parents of children who are non-citizens may qualify for two days of childcare leave annually.

(A) **Eligibility criteria for both Singapore citizen and non-Singapore citizen children**

- (I) The child (including legally adopted children, step-children or foster children) is below seven years old; and
- (II) Each working parent has worked for their employer (or has been self-employed) for a continuous period of at least three months.

(B) **Entitlement – if the child is a Singapore citizen**

Six days per year of Government-Paid Childcare Leave (“GPCL”) per eligible working parent, subject to:

- (I) A maximum of six days per year regardless of the number of children;
- (II) A maximum of 42 days of childcare leave per parent; and
- (III) Inability to carry-forward childcare leave to the next year.

(C) **Entitlement – if the child is not a Singapore citizen**

Two days per year of childcare leave under the Employment Act per eligible working parent, subject to:

- (I) A maximum of two days per year regardless of the number of children;
- (II) A maximum of 14 days of childcare leave per parent; and

⁸ In respect of GPCL and extended childcare leave entitlement for parents of Singaporean citizen children, natural fathers are not eligible for such leave entitlement if he or the natural mother of the child, or both, was lawfully married to another person at the time the child was conceived and the natural father and natural mother do not subsequently become lawfully married to each other.

(III) Inability to carry-forward childcare leave to the next year.

(D) **Payment**

The first three days of childcare leave are paid for by the employer, with the remaining three days paid for by the Government. There is a cap of \$500 per day for childcare leave payments, including CPF contributions.

If the employee is only entitled to two days of childcare leave (for instance, if the child is not a Singapore citizen), such payment shall be made entirely by the employer.

(E) **Pro-rating**

In respect of parents of Singapore citizen children, childcare leave is pro-rated in the following way if an employee has worked for less than a year.

Number of months of service completed	Number of days of childcare leave eligible for
0	Not eligible
1	Not eligible
2	Not eligible
3	2
4	2
5	3
6	3
7	4
8	4
9	5
10	5
11	6
12	6

Also in respect of parents of Singapore citizen children, childcare leave is pro-rated in the following way if an employee is leaving the employer's employment.

Number of months of service completed in the year of resignation or termination	Number of days of childcare leave eligible for
0 to 2	2 (this applies only if the employee has worked for the employer for at least three months before leaving)
3	2
4	2
5	3
6	3
7	4
8	4
9	5
10	5
11	6
12	6

(F) Guidance on using childcare leave

When taking childcare leave, employees:

- (I) Are given complete flexibility in the way they spend their leave with their child;
- (II) Are not required to obtain or produce a medical certificate for their child;
- (III) Should provide advance notice of their intention to take childcare leave to their employer; and
- (IV) Should come to an agreement with their employer on an appropriate time for the leave to be taken.

While employers have the discretion to deny applications for childcare leave, they are strongly encouraged to approve such childcare leave for matters which cannot be rearranged to another date (e.g. school registration or immunisation).

Employees are not allowed to do the following things in relation to childcare leave:

- (I) Transfer childcare leave to their spouse;
- (II) Encash unused childcare leave – this does not carry forward and will be forfeited following the end of each agreed 12-month period;
- (III) Carry over any unused childcare leave to a new employer; and
- (IV) Use childcare leave to offset termination notice periods. Nonetheless, employers are encouraged to grant childcare leave if applied for during the notice period. Such leave taken does not add to the notice period.

(G) Extended childcare leave

Working parents are also eligible for two days of extended childcare leave annually in the following circumstances:

- (I) Their youngest child is aged between seven and 12 (inclusive);
- (II) The child is a Singapore citizen; and
- (III) The working parent has been employed/self-employed for a continuous period of at least three months.

Extended childcare leave is paid for by the Government, subject to a maximum of \$500 per day, including CPF contributions, and which is not pro-rated.

(iv) Maternity leave

(A) Eligibility criteria for paid maternity leave – if the child is a Singapore citizen⁹

Working mothers are eligible for 16 weeks of Government-Paid Maternity Leave (“**GPML**”) if:

- (I) The child is a Singapore citizen;
- (II) The mother has worked for her employer for at least three continuous months before the birth of the child¹⁰ / has been self-employed for at least three continuous months

⁹ Maternity leave in this case is also available in the case of stillborn children, where the stillborn child would have been a Singapore citizen at the time of birth.

¹⁰ Or children, in the case of multiple children from a single birth.

and has lost income during the period of maternity leave;
and

- (III) The mother has given at least one week's notice to the employer that she will be going on maternity leave, and has informed the employer as soon as possible of the delivery.¹¹

(B) **Entitlement to paid maternity leave – if the child is a Singapore citizen**

16 weeks of GPML.

For the first and second births,¹² the first eight weeks will be paid for by the employer, and the last eight weeks will be reimbursed by the Government. For the third and any subsequent births, all 16 weeks will be reimbursed by the Government. All reimbursement is subject to a cap of \$10,000 for every four weeks, or a total of \$20,000 per child (for the first and second births) or \$40,000 per child (for the third and subsequent births).

(C) **Eligibility criteria for paid maternity leave – if the child is not a Singapore citizen**

Working mothers are eligible for 12 weeks of maternity leave (comprising eight paid weeks and four unpaid weeks of maternity leave) if:

- (I) The mother has worked for her employer / has been self-employed for at least three continuous months immediately before the birth of the child;
- (II) The mother has given at least one week's notice to the employer that she will be going on maternity leave, and has informed the employer as soon as possible of the delivery;¹³ and
- (III) The mother has fewer than two living children at the time of delivery (for this purpose, multiple births (e.g. twins, triplets etc.) during the first pregnancy will be counted as a single delivery).

¹¹ Unless there is a satisfactory reason, failure to provide notice will result in the mother only being entitled to half the payment during maternity leave.

¹² This applies even if the employee gives birth to multiple children at each birth.

¹³ Unless there is a satisfactory reason, failure to provide notice will result in the mother only being entitled to half the payment during maternity leave.

(D) **Entitlement to paid maternity leave – if the child is not a Singapore citizen**

12 weeks of maternity leave, comprising the first eight weeks of paid maternity leave (payment to be made by the employer), and a subsequent four weeks of unpaid maternity leave (unless otherwise specified in the employment contract).

(E) **Eligibility criteria and entitlement to unpaid maternity leave**

12 weeks of unpaid maternity leave.

If the employee has not worked for the employer for at least three continuous months immediately before the birth of the child, she may apply for unpaid maternity leave.

(F) **Protections for maternity leave**

Retrenchment or termination of an employee's employment without sufficient cause during an employee's pregnancy is an offence, and the employer would be liable to pay the maternity benefits the employee would have been eligible for.

Such protection applies if:

- (I) The employee has worked for her employer for at least three months before receipt of the notice of dismissal/termination;
- (II) The employee has been certified as pregnant by a medical practitioner prior to receipt of the notice of dismissal/ termination; and
- (III) The employee does not work for another employer during the period of maternity leave.

During the period of maternity leave, employers must:

- (I) Pay an employee's salary as though the employee had continued to work without break; and
- (II) Refrain from asking the employee to work in the first four weeks of her confinement.

(G) **Disputes**

In the event of any dispute between the employee and employer relating to the usage of maternity leave, the two parties should first discuss the matter together with a view towards understanding and resolving the matter.

If the employee, however, believes that she has been dismissed without sufficient cause, and was not paid the appropriate maternity leave benefits, she may:

- (I) File a claim at Tripartite Alliance for Dispute Management (“**TADM**”) for wrongful dismissal, which must be done only after the dismissal, and within two months of the child’s birth (see Section 4 below for more details);
- (II) Seek assistance from her union (if applicable); or
- (III) Seek legal advice.

(H) **Using Maternity Leave**

Maternity leave may be taken in the following ways:

- (I) **Default:** Using the leave in one continuous block of time, starting four weeks before the child is delivered.
- (II) **Flexibly:** By agreement between the employer and employee, maternity leave can be taken at any point four weeks before the child is delivered in a continuous stretch of eight weeks. Thereafter, the remaining leave entitlement may be used flexibly until the child’s first birthday.
 - (1) **Calculating leave entitlement:** the number of leave days the employee is entitled to would be the number of weeks of leave entitlement multiplied by the number of working days in the week, capped at 48 (in the case that the employee has eight weeks of leave remaining) or 24 (in the case that the employee has four weeks of leave remaining).
- (III) **Informing employer:** The employee is obliged to inform her employer of her leave as soon as possible and in any case at least one week before starting leave. A discussion should be had between employer and employee for the parties to agree how and when the leave should be taken.

(I) **Special situations**

- (I) **Stillbirth:** Employees are still entitled to the full amount of maternity leave if the child is stillborn or passes away shortly after birth.
- (II) **Abortion/Miscarriage:** In the case of an abortion or stillbirth, the employee will not be entitled to maternity leave, but may take paid sick leave in accordance with the guidelines for that type of leave.

- (III) **Illness during maternity leave:** Employees will not be able to take paid sick leave while they are on maternity leave.

(ii) **Paternity leave**

(A) **Eligibility for Government Paid Paternity Leave (“GPPL”)**

A father will be entitled to paternity leave if he fulfils the following criteria:

- (I) The employee had served his employer for a period of at least three continuous months before the child was born; and
- (II) In respect of natural children:
 - (1) The child¹⁴ is a Singapore citizen at birth¹⁵ or becomes a Singapore citizen before his or her first birthday; and
 - (2) The employee was either (i) lawfully married to the child’s mother at the time of conception; (ii) became lawfully married to the child’s mother after the child was conceived and before the child was born; or (iii) became lawfully married to the child’s mother before the child’s first birthday; or
- (III) In respect of adopted children:
 - (1) The child is a Singapore citizen or the employee or his wife (if she is a joint applicant to the adoption) is a Singapore citizen on the date the Dependant’s Pass is issued in respect of the child; and
 - (2) The employee is not the natural father of the child.

(B) **Entitlement**

If the above criteria are met, the father will be entitled to two weeks of GPPL, which may be extended to four weeks with the employer’s agreement.

Such GPPL is capped at \$2,500 per week including CPF contributions.

GPPL may be taken in the following ways:

- (I) **Default:** Two (up to four) continuous weeks at any time in the 16 weeks from (i) the child’s birth (for natural

¹⁴ Including stillborn children.

¹⁵ Or would, in the case of a stillborn child, have been a Singapore citizen at birth.

children), or (ii) the date when an application to adopt is submitted to the court (for adopted children who are Singapore citizens at the time of birth), or (iii) the date when the Dependant's Pass is issued in respect of the child (for adopted children who are not Singapore citizens at the time of birth) (inclusive);

- (II) **Flexibly:** By agreement with the employer, two (up to four) weeks (which need not be continuous) at any time before the child's first birthday.

The number of days of GPPL the father would be entitled to depends on the number of working days per week. This would be 12 days of GPPL in the case that the father has a six day working week.

(iii) **Shared parental leave**

(A) **Eligibility**

A working mother entitled to GPML may allocate up to four weeks of her GPML to her husband.

Shared parental leave is available for working fathers who meet the following criteria:

- (I) The mother of the child is eligible for GPML; and either:
- (II) In respect of natural children:
 - (1) The child¹⁶ is a Singapore citizen at birth¹⁷ or becomes a Singapore citizen before his or her first birthday; and
 - (2) The employee was either (i) lawfully married to the child's mother at the time of conception; (ii) became lawfully married to the child's mother after the child was conceived and before the child was born; or (iii) became lawfully married to the child's mother before the child's first birthday¹⁸ but on or before the date that the child's mother makes an election in favour of the employee, or, in certain circumstances, of her death; or
- (III) In respect of adopted children:
 - (1) The employee has made a joint application with the child's adoptive mother to adopt the child;

¹⁶ Including stillborn children.

¹⁷ Or would, in the case of a stillborn child, have been a Singapore citizen at birth.

¹⁸ Or which would, in the case of a stillborn child, have been his or her first birthday.

- (2) The employee is or became lawfully married to the child's mother on or before the date that the child's mother makes an election in favour of the employee, or, in certain circumstances, of her death; and
- (3) The child is a Singapore citizen or the employee or the adoptive mother is a Singapore citizen on the date the Dependant's Pass is issued in respect of the child.

(B) **Entitlement**

Subject to his wife's approval, a working father who qualifies for shared parental leave may take up to four weeks of such leave, capped at \$2,500 per week including CPF contributions. Such leave can only be allocated in blocks of full weeks (e.g. any whole number between one and four).

Shared parental leave may be taken in the following ways:

- (I) **Default:** A continuous period of four weeks before the first birthday of the child.
- (II) **Flexibly:** By agreement with the working father's employer, in blocks of weeks or working days, before the first birthday of the child.

The number of working days the father is entitled to is the number of weeks of shared parental leave allocated multiplied by the number of working days per week, capped at six working days per week.

(iv) **Sick leave**

(A) **Eligibility**

Paid outpatient sick leave and paid hospitalisation leave is available for employees who meet the following criteria:

- (I) Are covered by the Employment Act (see Section 1.1 above);
- (II) Have served their employer for a period of at least three months;
- (III) Have informed or attempted to inform their employer within 48 hours of their absence from work; and
- (IV) In the case of paid outpatient sick leave, have been certified as unfit for work by a medical practitioner who is registered under the Medical Registration Act 1997 or Dental Registration Act 1999; or

- (V) In the case of paid hospitalisation leave (which covers periods in which an employee is hospitalised on the advice of a hospital doctor),
- (1) Be warded in a hospital as an in-patient, or be warded for day surgery;
 - (2) Be under quarantine pursuant to any written law; or
 - (3) Be relevantly certified by a medical practitioner authorised to admit patients into approved hospitals/ national specialty centres/ ambulatory surgical centres (see a list of such institutions here: <https://www.mom.gov.sg/employment-practices/leave/sick-leave/eligibility-and-entitlement>).

(B) Entitlement

The number of days of paid sick leave or paid hospitalisation leave that an employee is entitled to depends on the amount of time that the employee has worked for the employer, per the table below:

Length of service rendered to employer (in months)	Paid outpatient sick leave entitlement (in days)	Paid hospitalisation leave entitlement (in days)
3	5	15
4	8	30
5	11	45
6 and more	14	60

Note that cosmetic procedures are not covered by paid sick leave or paid hospitalisation leave.

(C) Mechanics of reimbursement

If an employee is entitled to paid sick leave or paid hospitalisation leave, then the employer must:

- (I) Pay for the employee’s medical consultation fee if it (a) gives rise to one or more days of paid sick leave, and (b) arises from a medical certificate issued by a medical practitioner from a public medical institution/ or is appointed by the employer (see a list of public medical institutions here: <https://www.mom.gov.sg/employment-practices/leave/sick-leave/eligibility-and-entitlement>).

[practices/leave/sick-leave/medical-reimbursements-and-salary](#));

- (II) Pay the employee their gross rate of pay if the employee is on paid hospitalisation leave; and
- (III) Pay the employee their gross rate of pay excluding any shift allowance if the employee is on paid sick leave.

(D) **Special situations**

- (I) An employee is not entitled to paid sick leave if he or she falls sick on public holidays, annual leave, unpaid leave, rest days, or non-working days.
- (II) **Half-days:** If sick leave is taken on a half-working day, it would be considered as one day's sick leave.
- (III) **Serving notice:** An employee serving their notice period on resignation has the same sick leave entitlement as if they had not tendered their resignation. The days taken as sick leave will count towards the notice period.
- (IV) **Traditional Chinese Medicine ("TCM"):** Medical certificates presented by TCM practitioners may be accepted by employers at their discretion. Employees should still, however, be excused from work on the basis of a TCM medical certificate.
- (V) **Provisions after all sick leave used:** If an employee has used all of his or her sick leave for the year, he or she may still liaise with his or her employer to:
 - (1) Take unpaid leave;
 - (2) Make alternative work arrangements to accommodate the employee and employer; and
 - (3) Obtain a medical assessment of the employee's ability and suitability to continue working.
- (VI) **Unfitness for work:** If an employee is certified by a doctor as unfit to continue working, the employee's employment may be terminated by the employer after giving due notice, or payment in lieu of notice. Compensation may then be awarded based on the terms of the employment contract, or out of goodwill.

(v) **Unpaid infant care leave**

(A) **Eligibility/Entitlement**

Working parents are entitled to 12 days of unpaid infant care leave annually (24 days in total over two years) (regardless of the number of children the parent has) if:

- (I) The child (including any legally adopted child or step-child or foster child) is under two years old;
- (II) The child is a citizen of Singapore; and
- (III) The parent has served his or her employer for at least three continuous months.

Natural fathers are not eligible to take unpaid infant care leave if he or the natural mother of the child, or both, was lawfully married to another person at the time the child was conceived and the natural father and natural mother of the child do not subsequently become lawfully married to each other.

(B) **Childcare leave**

In addition to unpaid infant care leave, working parents of Singapore citizens under the age of two are also entitled to six days of paid childcare leave.

(f) **Public holidays**

(i) **11 public holidays**

Employees are entitled to the below-listed 11 paid public holidays annually. While an employer may require an employee to work on a public holiday, the employee should be paid an extra day's salary, or be granted a day off in lieu. If the holiday falls on a rest day, there will be a paid holiday on the next working day instead.

- (A) New Year's Day;
- (B) First day of Chinese New Year;
- (C) Second day of Chinese New Year;
- (D) Hari Raya Puasa;
- (E) Hari Raya Haji;
- (F) Good Friday;
- (G) Labour Day;
- (H) Vesak Day;

- (I) National Day;
- (J) Deepavali; and
- (K) Christmas Day.

(ii) **Holiday pay**

Employees are entitled to be paid the gross rate of pay on a public holiday, unless they are absent without the employer's consent/authorised leave or a reasonable excuse on the working day immediately before or after that public holiday. Such absence would allow the employer to deduct the holiday day pay at the gross rate from the employee's monthly gross salary.

If a public holiday coincides with an employee's approved unpaid leave, the employee will not be entitled to holiday pay in respect of that public holiday.

The pay entitlement of an employee who is required to work on a public holiday is as follows:

- (A) If the public holiday **falls on a working day**, the employee would be entitled to:
 - (I) One extra day's salary (basic rate of pay);
 - (II) Salary for that holiday (gross rate of pay); and
 - (III) Overtime pay if the employee has worked more than his or her normal hours of work.
- (B) If the public holiday **falls on a non-working day** (e.g. Saturday if the employee ordinarily works from Monday-Friday), the employee would be entitled to:
 - (I) Overtime pay for the additional hours which the employee has worked; and
 - (II) One extra day's salary (gross rate of pay) **OR** a day off in lieu of the public holiday.
- (C) If the public holiday **falls on a rest day**, the employee would be entitled to:
 - (I) Salary for work done on the rest day;
 - (II) Overtime pay if the employee has worked more than his or her normal hours of work; and
 - (III) One day of paid holiday on the next working day.

(iii) **Alternatives to holiday pay**

If an employee works on a public holiday, instead of receiving the extra day's salary (basic rate of pay), the employee and employer can also agree:

- (A) to substitute the public holiday for another working day; or
- (B) if the employee is not covered under Part IV of the Employment Act (see Section 1.2 above), that the employer grant the employee an agreed amount of time off in lieu for working on a public holiday. If the employee worked more than four hours on the holiday, a full day off (on a working day) can be granted. If the employee worked four hours or less on the holiday, four hours off (on a working day) can be granted.

(g) **Resolution of employment disputes**

See Section 4 below.

(h) **Termination of contracts and complaints about dismissal**

See Section 4 below.

1.2 **Part-time employees**

(a) **Definition**

Under section 66A of the Employment Act, a part-time employee is an employee who is under a **contract of service** with an employer to work **less than 35 hours a week**. In accordance with Ministry of Manpower guidelines (available here: <https://www.mom.gov.sg/employment-practices/part-time-employment/who-is-a-part-time-employee>) and the Employment (Employment Records, Key Employment Terms and Pay Slips) Regulations 2016, the contract of service must specify the following four details:

- (i) basic rate of pay per hour;
- (ii) gross rate of pay per hour (i.e. hourly basic rate of pay and allowances);
- (iii) number of daily or weekly working hours; and
- (iv) number of weekly or monthly working days.

Part-time employees (except domestic workers or seamen) are covered by the Employment Act.

The information below is adapted from guidance provided by the Ministry of Manpower at its website, available at: <https://www.mom.gov.sg/employment-practices/part-time-employment>.¹⁹

(b) **Overtime for part-time employees**

Part-time employees are entitled to overtime pay for work done that exceeds their normal working hours. Overtime pay is calculated as follows:

- (i) For work done in excess of the part-time employee's daily working hours but less than a full-time employee's normal hours, overtime pay is calculated at the part-time employee's basic rate of pay.
- (ii) For work done in excess of a full-time employee's normal hours, overtime pay is calculated at 1.5 times the part-time employee's basic hourly rate of pay.

(c) **Rest days for part-time employees covered under Part IV of the Employment Act**

Part-time employees covered under Part IV of the Employment Act are entitled to **one weekly rest day** if their job requires them to work at least five days in a week.

The part-time employee's day of rest will be determined by the employer. If this day is a day other than Sunday, then the employer should prepare a roster for each month and inform the employee of his or her rest days before each month begins.

Payment for part-time workers required to work on a rest day is calculated as per below:

	Work done on employer's request	Work done on employee's request
Work done for up to half of the part-time employee's normal daily working hours	One day of salary (basic rate of pay)	Half a day of salary (basic rate of pay)
Work done for more than half the part-time employee's normal daily working hours and up to the normal daily working hours of the part-time employee	Two days of salary (basic rate of pay)	One day of salary (basic rate of pay)

¹⁹ More information may also be found by referring to the Employment (Part-Time Employees) Regulations.

Work done for more than the part-time employee's normal daily working hours and up to normal hours of a full-time employee	Two days of salary + basic hourly rate of pay (for each hour more than the part-time employee's normal daily working hours)	One day of salary + basic hourly rate of pay (for each hour more than the part-time employee's normal daily working hours)
Work done for more than the normal hours of a full-time employee	Two days of salary + basic hourly rate of pay (for each hour more than the part-time employee's normal daily working hours but up to the normal hours of a full-time employee) + 1.5 times basic hourly rate of pay (for each hour more than the full-time employee's normal daily working hours)	One day of salary + basic hourly rate of pay (for each hour more than the part-time employee's normal daily working hours but up to the normal hours of a full-time employee) + 1.5 times basic hourly rate of pay (for each hour more than the full-time employee's normal daily working hours)

Example

Person A, a part-time employee, works four hours a day and Person B, a full-time employee, works eight hours. Person A's hourly basic rate of pay is \$5.

If Person A works nine hours on a rest day at the employer's request, Person A's rest day pay is:

$$\begin{aligned}
 &= 2 \text{ days' salary} + \text{basic hourly rate of pay} + 1.5 \text{ times basic hourly rate of pay} \\
 &= (4 \text{ hours} \times \$5) \times 2 \text{ days} + (4 \text{ hours} \times \$5) + (1.5 \times 1 \text{ hour} \times \$5) \\
 &= \$67.50
 \end{aligned}$$

(Example taken from the Ministry of Manpower website at <https://www.mom.gov.sg/employment-practices/part-time-employment/rest-days>)

(d) Public holidays for part-time employees

Part-time employees are entitled to public holiday pay, pro-rated to the number of hours worked per below:

Number of working hours per	x	Number of days of public	x	Number of working hours in a
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year of a part-time employee	holiday of a similar full- time employee with equal length of service	day of a similar full- time employee
Number of working hours per year of a similar full- time employee		

Example

A part-time employee works 22 hours per week, versus a similar full-timer's 44 hours. The part-timer's annual entitlement is:

$$[(22 \text{ hours} \times 52 \text{ weeks}) / (44 \text{ hours} \times 52 \text{ weeks})] \times 11 \text{ public holidays} \times 8 \text{ hours} = 44 \text{ hours of pay for all 11 public holidays}$$

Therefore, for every public holiday, the part-time employee should be paid: (44 hours / 11 days) = 4 hours.

(Example and formula taken from the Ministry of Manpower website, at <https://www.mom.gov.sg/employment-practices/part-time-employment/rest-days>)

(i) Encashing public holidays

As an alternative to being paid for holidays, a part-time employee may agree with his or her employer (by clear agreement in the contract of service) to encash the public holidays. This would mean that the payments would be added to the part-time employee's regular gross rate of pay per hour, in accordance with the following formula:

Annual entitlement to public holidays of the part-time employee (in hours)	x	Hourly gross rate of pay
<hr style="width: 80%; margin: 0 auto;"/> Weekly working hours of that part- time employee × 52 weeks		

Example

If the hourly gross rate of pay is \$5, the encashed amount added to the hourly gross rate of pay is:

$$[44 \text{ hours} / (22 \text{ hours} \times 52 \text{ weeks})] \times \$5 = \$0.19$$

Hence, the total hourly gross rate of pay including encashed public holidays is \$5.19.

(Example and formula taken from the Ministry of Manpower website, at <https://www.mom.gov.sg/employment-practices/part-time-employment/public-holidays>)

(ii) **Pay for working on a public holiday**

If a part-time employee is required to work on a public holiday, then he or she should be paid:

- (A) Salary for one day's work (basic rate of pay);
- (B) Pay entitlement for a public holiday; and
- (C) Travel allowance for one day, if included in the contract.

(e) **Leave for part-time employees**

Upon completing three months of service, part-time employees are entitled to paid annual leave, sick leave, and hospitalisation leave. Eligible parents can also qualify for maternity leave, paternity leave, shared parental leave and childcare leave.

The part-time employee's leave pay is dependent on the number of hours the part-time employee works.

(i) **Annual leave**

Upon completing three months of service, part-time employees are eligible for paid annual leave, calculable as a proportion (based on the number of working hours of the part-time employee) of the annual entitlement of a full-time employee in a similar position, as per below:

Number of working hours per year of part-time employee	x	Number of days of annual leave of a similar full- time employee with equal length of service	x	Number of working hours in a day of a similar full- time employee
Number of working hours per year of a similar full-				

time
employee

Example

A part-timer works four hours a day for five days a week (20 hours per week).

A similar full-timer works eight hours a day for 5.5 days per week (44 hours per week).

The full-timer's leave entitlement is seven days in the first year.

The part-timer's entitlement after three months is: $[(20 \text{ hours} \times 52 \text{ weeks}) \div (44 \text{ hours} \times 52 \text{ weeks})] \times 7 \text{ days} \times 8 \text{ hours per day} = 25.5 \text{ hours}$.

(Example and formula taken from the Ministry of Manpower website, at <https://www.mom.gov.sg/employment-practices/part-time-employment/leave>)

(A) Encashing annual leave

As an alternative to taking annual leave, the part-time employee may agree with the employer (by clear agreement in the contract of service) to encash the earned annual leave. This would mean that the payments would be added to the part-timer's regular hourly gross rate of pay, in accordance with the following formula:

Annual leave entitlement of part-time employee (in hours)			Hourly gross rate of pay
<hr/>			
Weekly working hours of part-time employee × 52 weeks		×	

Note: This option to encash is not available to part-time employees working at least five days a week and from 30 to 34 hours a week.

Example

If the hourly gross rate of pay is \$5, the encashed amount to be added to the hourly gross rate of pay will be:

$$[25.5 \text{ hours} \div (20 \text{ hours} \times 52 \text{ weeks})] \times \$5 = \$0.12$$

Hence, the total hourly gross rate of pay including encashed annual leave is \$5.12.

(Example and formula taken from the Ministry of Manpower website, available at <https://www.mom.gov.sg/employment-practices/part-time-employment/leave>)

(ii) **Sick and hospitalisation leave**

Upon completing three months of service, part-time employees are entitled to paid sick leave and hospitalisation leave, per the formula below:

Number of working hours per year of part-time employee			Number of days of sick leave of similar full-time employee with equal length of service		Number of working hours in a day of similar full-time employee
Number of working hours per year of similar full-time employee	x			x	

Note: There is no option to encash sick and hospitalisation leave.

Example

If a part-time employee works 20 hours a week and a similar full-time employee works 44 hours a week:

Sick leave is:

$$[(20 \text{ hours} \times 52 \text{ weeks}) \div (44 \text{ hours} \times 52 \text{ weeks})] \times 14 \text{ days} \times 8 \text{ hours} = 50.9 \text{ hours of sick leave per year.}$$

Hospitalisation leave is:

$$[(20 \text{ hours} \times 52 \text{ weeks}) \div (44 \text{ hours} \times 52 \text{ weeks})] \times 60 \text{ days} \times 8 \text{ hours} = 218.2 \text{ hours of hospitalisation leave per year. This includes the 50.9 hours of sick leave.}$$

(Example and formula taken from the Ministry of Manpower website, available at <https://www.mom.gov.sg/employment-practices/part-time-employment/leave>)

(iii) **Medical reimbursement**

Upon completing three months of service, employers are obliged to reimburse part-time employees (who are covered by the Employment Act) for medical consultation fees if the following conditions are met:

- (A) the part-time employee was given at least one day of paid sick leave; and
- (B) the part-time employee was issued with a medical certificate from a medical practitioner who works at an approved public medical institution or is appointed by the employer.

Employers may grant paid sick leave and reimbursements for cosmetic procedures at their discretion. Whether a procedure is cosmetic is a decision for the doctor performing the examination.

(iv) **Maternity leave**

Part-time employees are entitled to maternity leave benefits and protection upon meeting the eligibility criteria (see Section 1.4(e)(iv) above).

Benefits available are dependent on the number of days for which the part-time employee is contracted to work (gross rate of pay).

(v) **Paternity leave**

Part-time employees are entitled to paternity leave benefits upon meeting the eligibility criteria (see Section 1.1(a)(ii) above).

Benefits available are dependent on the number of days for which the part-time employee is contracted to work (gross rate of pay).

(vi) **Shared parental leave**

Part-time employees are entitled to shared parental leave benefits upon meeting the eligibility criteria (see Section 1.1(a)(iii) above).

Benefits available are dependent on the number of days for which the part-time employee is contracted to work (gross rate of pay).

(vii) **Childcare leave**

Part-time employees are entitled to childcare leave and extended childcare leave benefits upon meeting the eligibility criteria (see Section 1.4(e)(iii) above).

- (A) **Government-Paid Childcare Leave** for Singaporean citizen children is calculated per below:

Average number of	x	Days of childcare	x	Number of hours a
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hours a week part-time employee has to work	leave a similar full-time employee has, based on duration of employment	day a similar full-time employee has to work
Average number of hours a week a similar full-time employee has to work		

Childcare leave entitlement should be adjusted based on the number of hours that the part-time employee is contracted to work, subject to a minimum of two days.

Example

A part-time employee works an average of four hours a week, and a similar existing full-time employee works an average of eight hours a day and 44 hours a week.

The part-time employee’s paid childcare leave entitlement is:

$$4 \div 44 \times 6 \times 8 = 4.4 \text{ hours (subject to minimum of two days).}$$

The part-time employee will be entitled to two days of childcare leave, equivalent to four hours each day.

(Example and formula taken from the Ministry of Manpower website, available at: <https://www.mom.gov.sg/employment-practices/part-time-employment/leave>)

- (B) **Childcare leave in accordance with the Employment Act**, which is payable for non-Singapore citizen children, is calculated per below:

Number of hrs a week part-time employee has to work × 52	x	2 days childcare leave	x	Number of hours a day a similar full-time employee has to work
--	---	------------------------	---	--

Number
of hrs a
week a
similar
full-time
employee
has to
work × 52

(Formula taken from the Ministry of Manpower website, available at: <https://www.mom.gov.sg/employment-practices/part-time-employment/leave>)

(C) **Extended childcare leave (for Singapore citizen children):**
Part-time employees are entitled to two days of extended childcare leave depending on their work schedule (see requirements under Section 1.4(e)(iii)(G)).

(viii) **Adoption leave**

Upon meeting the qualifying conditions, part-time employees are entitled to 12 weeks of adoption leave based on their respective work schedule (see Section 1.4(e)(i) above).

(ix) **Unpaid infant care leave**

Upon meeting the qualifying conditions, part-time employees are entitled to unpaid infant care leave (See Section 1.4(e)(v) above).

Unpaid infant care leave entitlement should be adjusted based on the number of hours the part-time employee is contracted to work.

(f) **Hours and daily pay for part-time employees paid by the month**

The hourly and daily rates of pay for monthly-paid part-time employees are per below:

Hourly basic rate of pay	$12 \times \text{Monthly basic rate of pay}$
	$52 \times \text{Number of hours worked in a week}$
Daily basic rate of pay	$12 \times \text{Monthly basic rate of pay}$
	$52 \times \text{Number of days a part-time employee is required to work in a week}$

Example

Assume the employee's monthly basic rate of pay is \$1040, and he or she works 20 hours a week, and is required to work five days a week.

His or her hourly basic rate of pay would be: $[(12 \times \$1040) \div (52 \times 20)] = \12

His or her daily basic rate of pay would be: $[(12 \times \$1040) \div (52 \times 5)] = \48

(Formula taken from the Ministry of Manpower website, available at: <https://www.mom.gov.sg/employment-practices/part-time-employment/hourly-and-daily-pay>)

2. WHAT YOU CAN EXPECT FROM YOUR EMPLOYEES

This section of the handbook summarises the key obligations owed by *employees* to their employers. We will therefore refer to the template employment contracts which are appended at Schedule A of this handbook.

2.1 Contract of employment

In Singapore, a contract of employment need not be in writing and need not take any particular form. As provided in section 2 of the Employment Act, a contract of employment may be written, oral, express or implied. Note, however, that under section 95A(2) of the Employment Act, an employer must give each employee (who is covered by the Employment Act and is employed for 14 days or more) a written record of key employment terms not later than 14 days after the day that the employee commences employment with the employer. This record may be electronic or published on a website disseminated by the employer to the employee, and must include the following:

- (a) Employer's name —
 - (i) which, where the employer is an individual, should be as specified on the identity card or passport of the employer; or
 - (ii) which, where the employer which is not an individual, should be —
 - (A) as specified on any register or official record kept under any written law; or
 - (B) where sub-paragraph (A) is not applicable, the name in which the employer employed the employee;
- (b) Employer's trade name if different from that in item (a) above;
- (c) Employee's name as specified on the employee's identity card, work pass or passport;
- (d) Job title;
- (e) Description of main duties and responsibilities;
- (f) First day of period of employment;
- (g) Duration of employment (for a fixed term employment contract only);
- (h) Daily working hours, number of working days per week and rest days;
- (i) Salary period;
- (j) Basic rate of pay;
- (k) Any fixed allowance during each salary period (if applicable);
- (l) Any fixed deduction during each salary period (if applicable);

- (m) Payment period for overtime pay (if different from salary period);
- (n) Rate of overtime pay;
- (o) Any other salary-related component (e.g. any bonus or other monetary incentive) (if applicable);
- (p) Leave entitlement (e.g. any annual leave, sick leave, maternity leave, paternity leave and childcare leave);
- (q) Medical benefits (e.g. any medical or health insurance or dental benefits);
- (r) Probation period (if applicable); and
- (s) Notice period for dismissal by employer or termination of employment contract by employee (as the case may be),

(as per regulation 6 and the Second Schedule of the Employment (Employment Records, Key Employment Terms and Pay Slips) Regulations 2016 and section 95A(7) of the Employment Act).

Parties are free to agree to any express terms they choose, unless the terms are illegal or against public policy. Pursuant to section 8 of the Employment Act, every term of a contract which provides for a condition of service which is less favourable to an employee than any of the conditions of service prescribed by the Employment Act will be illegal, null and void to the extent that it is less favourable to the employee.

2.2 **Job title and duties**

An employment contract should set out the employee's job title and duties. The employee's duties should be agreed upon between the parties, so that the employer can take appropriate steps, in accordance with the applicable laws, if the employee does not perform the required duties.

Please see section 2 of the template employment contract included in Schedule A1 of this handbook for duties typically included in Singapore-law-governed employment contracts. This states that during the employee's employment, the employee must perform their duties and responsibilities in accordance with their job description or specification (which is often attached, setting out all the responsibilities and duties of the role). In addition, the employee must:

- (a) Use their best endeavours to promote and protect the interests of the organisation and its related corporations (if any);
- (b) Faithfully and diligently perform all duties assigned by the organisation from time to time in good faith;
- (c) Comply with such policies and guidelines of the organisation, as established and amended from time to time, which may be applied to the organisation's employees;
- (d) Comply with all rules, regulations and guidelines laid down by any relevant authority and/or regulatory body;

- (e) Comply with the organisation's anti-bribery and anti-corruption policy and related procedures at all times;
- (f) Not at any time allow themselves to be placed in a position where their personal interests might conflict with their duties and obligations, whether directly or indirectly;
- (g) Not be directly or indirectly engaged, interested in or undertake in whatever capacity and whether for reward or gratuitously, any employment, trade, business, office or work whatsoever otherwise than in respect of their duties to the organisation, or retain any fee, which could affect their work, except with the written consent of the organisation;
- (h) Devote themselves exclusively to the business of the organisation and shall personally attend thereto at all times during the daily hours notified to them from time to time by their manager;
- (i) Comply with the terms of the contract. Wilful refusal of a lawful and reasonable order is a breach of contract, which may give rise to liability in damages if the employer suffers loss;
- (j) Be competent and of sufficient capacity. A failure to perform their job will result in a breach of an employee's employment contract;
- (k) Owe a duty of care towards their employer; and
- (l) Owe a duty of good faith and fidelity to the employer. This is a general duty which may be interpreted by the court, depending on the specific facts and circumstances, to include the non-appropriation of the employer's property, to give due consideration of the employer's interests, and not to moonlight.

2.3 Confidentiality

The employee owes his or her employer an implied duty at common law (i.e. this duty applies even in the absence of an explicit contractual provision to that effect) not to reveal the employer's confidential information. Such information protected by this duty include trade secrets and information that is so highly confidential such that it is required to be protected as a trade secret. An explicit duty of confidentiality, however, can be drafted into an employment contract (and such duty can be drafted more widely than the common law duty mentioned above).

This is found in section 9 of the template employment contract, which states that the employee must not, during the course of employment or at any time thereafter, except in connection with the proper performance of their duties or unless required by law or ordered by a court of competent jurisdiction, use, divulge or communicate to any person, other than with the prior written consent of the organisation, any of the trade secrets or other confidential information, not in the public domain, of, or relating to, the organisation or any related party such as clients of the organisation.

This wording can be tweaked in individual circumstances to ensure that the clause sufficiently covers all types of information which the organisation considers confidential and to which the employee will have access.

2.4 Policies and procedures

The employee must comply with the rules, procedures, policies and handbook (if any) relating to the employees of the organisation for the time being in force, including any disciplinary procedures. To the extent permitted under the applicable laws, the employer may be able to make amendments to those policies without varying the terms of individual employee contracts. This is found in section 11 of the template employment contracts.

2.5 Intellectual Property

The employee agrees that, in the absence of any express agreement to the contrary, if they, as part of their express or implied duties under the contract of employment, produce intellectual property in the course of their employment, the right to intellectual property would vest with the employer. To avoid disagreement, these matters are sometimes provided for in the contract of employment – please see Clause 9A of the template employment contract.

Where an employee makes an authorial work in the course of a contract of service, the first owner of the copyright lies with the employer, subject to some exceptions (section 134 of the Copyright Act 2021).

Despite anything in any rule of law, pursuant to section 49 of the Patents Act 1994, an invention made by an employee shall be taken to belong to the employer if (i) the invention was made in the course of the employee's normal duties, or in the course of duties falling outside their normal duties but specifically assigned to the employee, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of the duties, or (ii) the invention was made in the course of the employee's duties and, at the time of making the invention, because of the nature of their duties and the particular responsibilities arising from them, the employee had a special obligation to further the interests of the employer's undertaking.

3. AVOIDING DISCRIMINATION IN THE WORKPLACE AND HIRING PROCESS

Discrimination in the workplace and hiring process happens when an employee or job applicant is treated unfavourably because of, among other things, his or her sexual orientation, race, skin colour, national origin, gender, disability, religion, or age.

The **Tripartite Guidelines on Fair Employment Practices**, issued by the Tripartite Alliance for Fair Employment Practices (“**TAFEP Guidelines**”), sets out guidelines that promote fair employment practices for adoption by employers. For further details, please visit <https://www.mom.gov.sg/employment-practices/tripartism-in-singapore/tripartite-guidelines-and-advisories>.

In August 2023, the Singapore government accepted recommendations put forth by the Tripartite Committee on Workplace Fairness (“**TCWF**”) to introduce legislation on workplace fairness (the “**Workplace Fairness Legislation**”).²⁰ It is expected that the Workplace Fairness Legislation will be implemented sometime in 2024.

The five principles in the TAFEP Guidelines (see <https://www.ta.sg/tafep/getting-started/fair/tripartite-guidelines>) are:

- (a) recruit and select employees on the basis of merit (such as skills, experience or ability to perform the job), and regardless of age, race, gender, religion, marital status and family responsibilities or disability;
- (b) treat employees fairly and with respect and implement progressive human resource management systems;
- (c) provide employees with equal opportunity to be considered for training and development based on their strengths and needs to help them achieve their full potential;
- (d) reward employees fairly based on their ability, performance, contribution and experience; and
- (e) abide by labour laws and adopt TAFEP Guidelines.

Charities should abide by these principles when implementing employment practices in the workplace. For specific guidelines and examples in relation to aspects of the recruitment process and general employment practices in the workplace, please see the information below, which is adapted from the TAFEP website, available at the link above.

²⁰ See the press release from the Ministry of Manpower, which includes a list of the recommendations from TCWF accepted by the government, here: <https://www.mom.gov.sg/newsroom/press-releases/2023/0804-government-accepts-tripartite-committee-final-recommendations-for-wfl>.

3.1 The recruitment process

(a) Job advertisements

When writing job advertisements, charities should ensure that applicants are not discriminated against based on their **age, gender, race, nationality, religion, language, marital status and family responsibilities**, or **disability**. Charities should apply fair and objective selection criteria throughout all stages of the recruitment process by ensuring that the criteria relate to a potential candidate's qualifications, skills, knowledge or experience.

In cases where certain job positions require a specific attribute that may potentially be viewed as discriminatory, charities should first ensure that the attribute is indeed a requirement for the job. If so, the reason for this requirement should be clearly stated in the job advertisement.

(i) Age

As a general principle, age should **not** be stipulated as a requirement in job advertisements. Words or phrases suggesting that applicants of a particular age group would be preferred should also be avoided.

However, in line with national efforts aiming to promote employment opportunities for older workers, charities may choose to state in a job advertisement if a job is suitable for older workers.

Permissible statements	Negative examples
<p>ü “Job requires workers to carry heavy equipment.”</p> <p><i>Explanatory note: Charities should describe the specific objective job-related criteria in the job advertisement.</i></p>	<p>û “Young working environment / fresh graduates only.”</p> <p>û “Workers below 25 only.”</p> <p><i>Explanatory note: Charities should not indicate an age cut-off in the job advertisement.</i></p>
<p>ü “Recruiting secretaries. Open to applications from older workers / job is suitable for older workers.”</p> <p><i>Explanatory note: Charities are allowed to state if a job is suitable for older workers.</i></p>	

(Examples adapted from the TAFEP website, available at: <https://www.tal.sg/tafep/employment-practices/recruitment/writing-job-advertisements>)

(ii) Gender

Charities should refrain from using gender as a selection factor in job advertisements, unless practical considerations require this. If so, charities must clearly state the reason for such requirements in the advertisement.

Permissible statements	Negative examples
<p>ü “Health spa requires female therapists to do body massage treatments for its female customers.”</p> <p><i>Explanatory note: Charities may indicate a preference for job applicants of a specific gender, provided that the practical reasons for such preference are clearly stated.</i></p>	<p>û “Females only / female working environment.”</p> <p>û “Recruiting waitresses.”</p> <p>û “Only strong guys need apply.”</p> <p><i>Explanatory note: Charities should not use words or phrases that indicate preference for job applicants of a particular gender.</i></p>

(Examples adapted from the TAFEP website, available at: <https://www.tal.sg/tafep/employment-practices/recruitment/writing-job-advertisements>)

(iii) **Race**

Charities should refrain from using race as a selection criterion in job advertisements.

Permissible statements	Negative examples
<p>ü “All races are welcome.”</p>	<p>û “Chinese / Malay / Indian preferred.”</p> <p>û “Chinese-speaking environment.”</p> <p><i>Explanatory note: Charities should not use race as a selection criterion in job advertisements.</i></p>

(Examples adapted from the TAFEP website, available at: <https://www.tal.sg/tafep/employment-practices/recruitment/writing-job-advertisements>)

(iv) **Nationality**

Charities should refrain from using nationality as a selection criterion in job advertisements. Words or phrases indicating that non-Singaporeans would be preferred cannot be used.

Permissible statements	Negative examples
<ul style="list-style-type: none"> ü “Only Singaporeans need apply.” 	<ul style="list-style-type: none"> û “Non-Singaporeans / new citizens preferred.” û “Only candidates who have completed / are exempt from National Service.” û “Hiring Italian chef.” / “Hiring Thai engineer.” <p><i>Explanatory note: Charities should not use words/phrases indicating a preference for non-Singaporeans.</i></p>

(Examples adapted from the TAFEP website, available at: <https://www.tal.sg/tafep/employment-practices/recruitment/writing-job-advertisements>)

(v) **Religion**

Religion should not be used as a selection criterion in job advertisements, except where employees will need to perform religious functions or meet religious certification standards as part of the job requirement. These requirements, if applicable, should be clearly, objectively and sensitively stated in the job advertisement.

Permissible statements	Negative examples
<ul style="list-style-type: none"> ü “Buddhist monk required to perform religious ceremony.” ü “Catholic priest required to perform wedding ceremony.” <p><i>Explanatory note: Charities may indicate a preference for candidates of a certain religion only where the job requirement requires candidates to perform certain religious functions. These requirements should be stated clearly in the advertisement.</i></p>	<ul style="list-style-type: none"> û “Only hiring Christians / Buddhists / Muslims.” <p><i>Explanatory note: Charities should not use words/phrases indicating a preference for a certain religion.</i></p>

(Examples adapted from the TAFEP website, available at: <https://www.tal.sg/tafep/employment-practices/recruitment/writing-job-advertisements>)

(vi) **Language**

Where certain jobs require proficiency in a particular language, charities should clearly state the reason and justify the need for this requirement.

Permissible statements	Negative examples
<p>ü “Chinese language tuition teacher with ability to teach O-Level and A-Level Chinese.”</p> <p>ü “News reporter for a Malay language news channel. Proficiency in the Malay language is a must.”</p> <p>ü “Tour guides for Korean / Japanese tourists. Must be able to speak Korean / Japanese.”</p> <p><i>Explanatory note: Charities may indicate a preference for job applicants fluent in a particular language, provided that the reasons for such a requirement are clearly stated.</i></p>	<p>û “Native English speakers only.”</p> <p>û “Mandarin / Malay / Tamil speaking is an advantage.”</p> <p><i>Explanatory note: Charities should not arbitrarily use race / language as a selection criterion in job advertisements.</i></p>

(Examples adapted from the TAFEP website, available at: <https://www.ta.sg/tafep/employment-practices/recruitment/writing-job-advertisements>)

(vii) **Marital status and family responsibilities**

Charities should not use marital status or a candidate’s family responsibilities or circumstances as selection criteria in job advertisements.

(b) **Job application forms**

Charities should ensure that each field in their job application forms asks only information relevant to assessing an applicant’s suitability for a job in order to ensure that applicants will be assessed fairly and based on merit.

This includes:

- (i) asking for information about a candidate’s **skills, relevant experience and professional qualifications**; and

- (ii) not asking for irrelevant information about a candidate, such as a candidate's:
- (A) age (e.g. national registration identity card (“**NRIC**”));
 - (B) date of birth;
 - (C) gender;
 - (D) race;
 - (E) religion;
 - (F) marital status and family responsibilities (e.g. whether a candidate is pregnant or has children);
 - (G) disability;
 - (H) National Service liability;
 - (I) mental health condition; or
 - (J) photographs,

each unless there is a job-related requirement. If the Charity requires information that may be viewed as discriminatory, it should state its reasons for collecting such information clearly, or (in respect of NRIC, National Service liability, and photographs) alternatively request for such information at the point the job offer is made.

In addition, the Personal Data Protection Act 2012 (“**PDPA**”) prohibits the collection, use or disclosure of personal data that is excessive in relation to the relevant purpose.

Examples of relevant information	Examples of irrelevant information
<ul style="list-style-type: none"> ü Relevant skills (e.g. familiarity with word processing / literacy skills for the role of a secretary; class of driving licence for the role of a driver/delivery personnel) ü Relevant experience (e.g. whether an applicant has any teaching experience for the role of a tuition teacher; whether an applicant has any experience in 	<ul style="list-style-type: none"> û Age (including NRIC) û Gender û Race û Religion û Marital status / family responsibilities û Disabilities û National Service liability û Photographs of applicants û Mental health condition

<p>restaurants/food and beverage outlets for the role of a chef)</p> <ul style="list-style-type: none"> ü Professional qualifications (e.g. degree in accountancy for the role of an accountant; Bronze Medallion certification for the role of a lifeguard) <p><i>Explanatory note: Charities may ask for relevant information from applicants that allows applicants to be assessed fairly and based on merit.</i></p>	<p><i>Explanatory note: Charities should not ask for information on job application forms that are irrelevant to assessing an applicant based on his or her merit.</i></p>
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(Examples adapted from the TAFEP website, available at: <https://www.tal.sg/tafep/employment-practices/recruitment/writing-job-advertisements>)

(c) **Interviews**

When shortlisting and assessing applicants, interviewers should use a set of relevant and objective selection criteria and prepare a list of interview questions directly related to such criteria.²¹ This set of criteria should be consistently used across all applicants. A proper record of the interview, assessment process, and job offer should be created, and this record should be kept for at least one year.

Interviewers should only ask questions that are related to the selection criteria and/or are relevant to assessing an applicant's suitability for the role applied for. Interviewers should not ask questions that may be perceived to be discriminatory.

Examples of relevant interview questions	Examples of irrelevant interview questions
<ul style="list-style-type: none"> ü “Describe any past projects you have worked on that would be relevant or transferable for this job.” ü “Why do you think you are suitable for this position?” <p><i>Explanatory note: Charities should ask questions that are related to the</i></p>	<ul style="list-style-type: none"> û “How old are you?” û “Are you planning to have children?” û “Do you have any disabilities?” <p><i>Explanatory note: Charities should not ask questions that are irrelevant to assessing an applicant based on the selection criteria.</i></p>

²¹ TAFEP maintains examples of non-discriminatory interview questions here: <https://www.tal.sg/tafep/resources/tools-and-templates/2019/examples-of-non-discriminatory-interview-questions>.

<i>selection criteria and/or are relevant to the job requirements.</i>	
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(Examples adapted from the TAFEP website, available at: <https://www.tal.sg/tafep/resources/tools-and-templates/2019/examples-of-non-discriminatory-interview-questions>)

Charities should also take the opportunity to be open and transparent during the interview. Where possible, clarify or negotiate any terms, specific job requirements (e.g. if the job requires irregular working hours, requires frequent travel etc.) and salary expectations with the interviewee.

If selection tests are used to assess an applicant, charities should ensure that such tests are related to the job requirements. Charities should also review these selection tests regularly to ensure that they remain relevant and free from bias.

Charities should also let interviewees know of specific dress codes, if any. Religious practices should also be accommodated where possible – and if this is not possible, charities should share their concerns with the interviewees. In each case, communications with the interviewees should be done in a clear and sensitive manner.

(d) Failure to adopt practices recommended by the TAFEP Guidelines

Discriminatory recruitment practices can be reported to TAFEP via its webpage (for more information, please see: <https://www.tal.sg/tafep/contact-us>). This can lead to significant negative consequences for the charities complained against, including enforcement actions by the Ministry of Manpower under the Fair Consideration Framework. Such enforcement actions include barring charities from applying for work pass renewals for existing workers during the period of debarment, and barring charities from applying for new work passes for at least 12 months. In serious cases, this period of debarment can extend to 24 months.

Action has been taken in cases of making false declarations in employment pass applications on hiring practices (for more information, please see <https://www.businesstimes.com.sg/government-economy/mom-raises-penalties-for-unfair-hiring-practices-firm-charged-over-false>). Offences under this provision can carry a fine of up to \$20,000 or a jail term of up to two years, or both. As such, charities should be mindful of the importance of maintaining non-discriminatory hiring practices.

3.2 In the workplace

There are certain fair employment practices which employers should adopt to help prevent discrimination in the workplace. This guide, based on and adapted from the TAFEP Guidelines (<https://www.tal.sg/tafep/-/media/tal/tafep/getting-started/files/tripartite-guidelines.ashx>), will cover the following issues:

- (i) remuneration;
- (ii) performance appraisal and promotion;
- (iii) disciplinary actions and dismissals;
- (iv) grievance handling;
- (v) workplace harmony; and
- (vi) roles of employers and employees.

(a) **Remuneration**

Employers should remunerate employees in a fair manner, taking into consideration factors including the employee's ability, performance, contribution, skills, knowledge and experience.

(b) **Performance appraisal and promotion**

Employers should:

- (i) adopt fair and objective appraisal systems with objective and merit-based standards for assessing job performance;
- (ii) conduct regular, constructive performance reviews to allow employees to take steps towards self-improvement (such performance reviews should also be documented and retained for a period of at least one year);
- (iii) in relation to posting and training opportunities, inform all eligible employees of the conditions and procedures for application, and subsequently assess all interested candidates based on objective and merit-based selection criteria; and
- (iv) regularly review the eligibility criteria for posting and training opportunities to ensure that such criteria are not discriminatory.

(c) **Disciplinary actions and dismissals**

Employers should:

- (i) make known to employees the standards of conduct expected at the workplace, as well as disciplinary procedures in place and the consequences for breach of conduct by employees;
- (ii) keep records of employees' performance and conduct, including reasons for dismissal (which should be based on documented poor performance and/or misconduct);
- (iii) give employees the opportunity to represent themselves in an inquiry before being dismissed;

- (iv) where retrenchments are necessary, conduct the retrenchment exercise responsibly and in consultation with the unions (where applicable) or with the employees affected (if there is no union);²² and
- (v) select employees for retrenchment or dismissal based on objective criteria and conducted in a fair manner.

(d) **Grievance handling**

In addition to the TAFEP Guidelines, information below is also adapted from the TAFEP Grievance Handling Handbook, available at https://toolsfortransformation.net/wp-content/uploads/2017/05/Grievance-Handling_TAFEP_FINAL_low_3.pdf.

Employers should:

- (i) set up procedures to handle complaints and other issues of employee dissatisfaction (e.g. favouritism, workplace harassment, wage cuts), which will help the employer provide a safe environment for employees to raise concerns, and create an avenue for employer to explain policies and reasons for its actions and decisions;
- (ii) handle all complaints seriously;
- (iii) investigate complaints properly;
- (iv) respond to affected persons in a timely and proactive manner;
- (v) keep confidential records of grievances;
- (vi) treat both complainants and respondents in a fair manner;
- (vii) involve unions in the complaints process (where applicable); and
- (vii) provide training to senior staff (e.g. managers, supervisors) involved in the grievance handling process.

(e) **Workplace harmony**

Employers should take steps to build and maintain a harmonious workplace, where there is respect for and between all individuals in the workplace, regardless of background and belief, in order for everyone to feel comfortable and safe to contribute and engage with others at work.

Employers should thus:

²² Reference should be made to the Tripartite Advisory on Managing Excess Manpower and Responsible Retrenchment, available at: <https://www.tal.sg/tafep/resources/advisories/2020/tripartite-advisory-on-managing-excess-manpower-and-responsible-retrenchment>, for guidance on how to responsibly carry out a necessary retrenchment exercise.

- (i) be sensitive to diverse cultures, values and beliefs of employees when developing, promoting or implementing events, programmes and policies that are unrelated to the business of the employer or the job that employees are hired to do;
- (ii) refrain from supporting any cause that leads to bullying, harassment or ostracism, and provide employees with a safe environment to raise concerns including through a proper grievance handling process;
- (iii) assess employees for performance, promotion and related items based solely on work-related requirements, as stipulated in the TAFEP Guidelines;
- (iv) refrain from pressuring or requiring employees to participate in events and programmes unrelated to work, and refrain from using non-support or non-participation in these events in deciding employment outcomes; and
- (v) demonstrate and communicate the importance of an inclusive and harmonious workplace.

(f) **Roles of employers and employees**

In relation to the TAFEP Guidelines, employers should:

- (i) abide by the TAFEP Guidelines;
- (ii) communicate the TAFEP Guidelines and educate both management and employees in order for them to understand their roles and appreciate the sensitivity and issues involved;
- (iii) create an environment of mutual respect and understanding and adopt employment practices that allow employees to perform their best; and
- (iv) ensure that hiring staff are trained to conduct fair recruitment and selection based on merit and not unfairly discriminatory on the basis of age, race, gender, religion, marital status and family responsibilities or disability, and to handle sensitive issues without giving rise to misunderstanding or the perception of discrimination.

4. BEST PRACTICES FOR HANDLING EMPLOYMENT DISPUTES AND TERMINATION OF EMPLOYMENT

This section sets out best practices for how to handle disputes in the workplace and how to terminate employment. Note that these are general suggestions and are not prescribed by the Ministry of Manpower. Information below is taken from and adapted from the TADM website, available at: <https://www.tal.sg/tadm/mediation-guide-3>.

4.1 Mediation / e-Negotiation

This is a process conducted by the TADM aimed at helping employees and employers resolve employment disputes (salary-related and wrongful dismissal claims) amicably. It begins with the e-Negotiation stage, and is followed by the mediation stage. If disputes are not resolved by the end of the mediation stage, the claim can then proceed to the Employment Claims Tribunal (“**ECT**”) at the State Courts.

(a) Attendees

The only persons allowed to attend the mediation are the employee, the employer and the mediator. At the e-Negotiation stage, there will be no mediator.

(b) Important notes

- (i) The employers must appoint a representative (e.g. a director, partner, sole proprietor or full-time employee) who must register beforehand (in accordance with instructions available here: <https://www.tal.sg/tadm/eservices/employers---register-a-representative-for-mediation>) and is authorised to settle the dispute; and
- (ii) No lawyers are allowed to attend the mediation.

(c) Duration

A typical session takes up to three hours, depending on the complexity and nature of the claim. The e-Negotiation stage generally takes about one week and the mediation stage generally takes about eight weeks.

(d) Procedure

See the table below.

STAGE 1: REQUESTING MEDIATION			
A.	Who can request:	Employees (except for a domestic worker, seafarer or public officer)	Employer

B.	What claims are covered:	<p>Salary-related claims that are covered by:</p> <p>a) law (e.g. salary in lieu of notice, non-payment of salary, overtime pay, paid leave or maternity leave); OR</p> <p>b) the employment contract (e.g. bonuses, commission or deduction from salary).</p> <p>Time limit for bringing claim:</p> <p>a) If the employee is still in employment, within one year after the first date at which salary was owed but not paid; OR</p> <p>b) If the employee has left employment, within six months after the last date of employment and the date at which salary was owed but not paid itself must be no earlier than one year from the date of filing.</p>	<p>Wrongful dismissal claims such as dismissal without just and/or sufficient cause, or involuntary resignation.</p> <p>Time limit for bringing claim:</p> <p>a) If non-maternity related – within one month after the employee’s last day of employment.</p> <p>b) If maternity related – within two months of the birth of the employee’s child.</p> <p>c) For professionals, managers or executives dismissed without notice, a wrongful dismissal claim may only be filed if the employee has served the employer for a minimum period of six months.</p>	<p>Notice pay when an employee leaves without serving notice or does not complete the entire notice period.</p>
		<p>Note: If an employee has <i>both</i> a wrongful dismissal and a salary-related claim, such claims must be filed separately, with the wrongful dismissal claim filed first.</p>		

C.	Maximum claim amount	<p>The maximum amount for a claim sent to TADM for mediation is:</p> <ul style="list-style-type: none"> · Non-union members: \$20,000 per claim (which would be \$40,000 in total if the employee has <i>both</i> a wrongful dismissal <i>and</i> salary-related claim). · Union members, where the union files the claim on the employee's behalf: Up to \$30,000 per claim (which would be \$60,000 in total if the employee has <i>both</i> a wrongful dismissal <i>and</i> salary-related claim).
D.	Filing a claim	<p>How: The TADM mediation process is initiated by filing a claim online (with the relevant documentary evidence requested)²³ via the relevant eService channel (SingPass for employees and CorpPass for employers), including the payment of the following non-refundable registration fees:</p> <ul style="list-style-type: none"> · \$10 per claim if the claim is for a sum of up to \$10,000; or · \$20 per claim if the claim is for a sum in excess of \$10,000. <p>Process: After filing, TADM will assess if the claim is substantiated. TADM may then arrange for e-Negotiation, where parties can negotiate a private settlement on the TADM eServices portal. If parties are unable to reach a settlement, the dispute will proceed to mediation. TADM will then reach out via email to confirm the time and place for the mediation. The default process is for mediation to be done online, but if necessary, the mediator may arrange for an in-person session.</p> <p>Help with filing: Any questions about the claim or online filing should first be directed to the “Ask TADM” chatbot on the TADM website. If the chatbot is unable to answer the questions, an appointment can be made at the TADM (by way of the following link: https://www.tal.sg/tadm/contact-us) for an advisory session.</p>
E.	Withdraw a claim before mediation	<p>When: The party submitting the mediation application may withdraw the application at any time if he or she changes his or her mind about the claim, or if the parties agree to settle their claim before the mediation session.</p>

²³ See the list of documents required at: <https://www.tal.sg/tadm/eservices/employees-file-employment-claim> (for employees) and <https://www.tal.sg/tadm/eservices/employers-file-notice-pay-claim>. More information can also be found at: <https://www.tal.sg/tadm/eservices>.

		How: Withdrawal can be done by contacting the mediator or by contacting TADM through the channels listed on their website (https://www.tal.sg/tadm/contact-us).	
F.	Postpone mediation date	<p>When: A change in the mediation date is allowed only in exceptional circumstances, and is subject to the approval of the mediator. There may be consequences for not attending the mediation, which will vary depending on the identity of the person who did not attend. If the person who filed the claim(s) does not attend, then the mediation case will be discontinued. If the person who is responding to the claim(s) does not attend, then the party who filed the claim(s) may refer the dispute to the ECT and the ECT may order the non-attende to pay costs to the other party.</p> <p>How: A request for postponement can be made to the mediator at least three working days before the mediation, and should include supporting documents (e.g. proof of hospitalisation).</p>	
STAGE 2: GOING FOR MEDIATION			
A.	Possible outcomes of mediation	Settlement reached	Settlement not reached
		<p>If a settlement is reached, a written settlement agreement will be issued by the mediator and will also be signed by parties.</p> <p>The settlement agreement may be registered as a legally binding order²⁴ via the Community Justice and Tribunals System (“CJTS”). This must be done within four weeks of the date that the settlement agreement is signed by all parties, and there is a registration fee of \$10 payable for each settlement agreement.</p>	<p>If a settlement is not reached, the parties may request for a claim referral certificate (“CRC”). This must then be filed with the ECT under the State Courts via the CJTS within four weeks of the date of issue of the CRC, with the following lodgement fees for each claim:</p> <ul style="list-style-type: none"> · \$30 for each claim of \$10,000 or less. · \$60 for each claim exceeding \$10,000.
STAGE 3: AFTER MEDIATION			

²⁴ This would enable the settlement agreement to be enforceable as a court order. See further details at: <https://www.judiciary.gov.sg/civil/register-settlement-agreement#:~:text=Registering%20the%20settlement%20agreement%20will,may%20be%20tak en%20against%20them.>

A. Informing TADM about payment	<p>Once the settlement agreement is agreed, or the ECT order has been issued, payment must be made by the party ordered to make payment. TADM should be updated when payment has been made, at https://www.tal.sg/tadm/contact-us. In the event that that party fails to pay as agreed, the party who has not been paid should contact TADM for TADM to follow up accordingly.</p> <p>Where the settlement agreement has been registered as a court order, or an ECT order has been made by the ECT, the party who has not been paid may also put in an application with the State Courts to enforce such court order.²⁵</p> <p>If the settlement agreement has not been registered as a court order, the non-defaulting party would first have to initiate a civil claim and obtain a court order in their favour before they are able to take enforcement action against the defaulting party.</p> <p>In the case of employers, failure to pay may result in enforcement action by the Ministry of Manpower, which may include suspension of work pass privileges; issuance of advisory letters; or attendance at corrective clinics.</p>
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4.2 Termination of employment

The information below is adapted from guidance taken from the Ministry of Manpower website, available at: <https://www.mom.gov.sg/employment-practices/termination-of-employment/what-is-termination>.

A contract of service can be terminated by:

- (i) the employee (note: the employer cannot reject an employee's resignation);
- (ii) the employer; or
- (iii) the expiration of the terms of the contract of service (e.g. when a contract period or project is completed).

Termination must be done in writing; i.e. termination of an employee's service should be documented by a termination letter.

Summarised below are four ways a contract of service can be terminated.

²⁵ See the following resources for guidance on this process: <https://www.judiciary.gov.sg/civil/enforce-employment-claims-order> and <https://www.judiciary.gov.sg/civil/single-enforcement-application>.

(a) **Termination with notice** (i.e. terminating a contract and serving the notice period)

(i) **Who can terminate:**

Either the employer or employee.

(ii) **How to terminate:**

(A) **Step 1:** Provide a termination letter in writing to the other party.

It is good practice for the recipient of the termination letter to acknowledge receipt (in writing) to prevent misunderstandings or disputes. The employer is not required to give a reason for termination if due notice is given.

(B) **Step 2:** Serve the notice period or make a payment in lieu of all or part of the notice period.

The length of the notice period may be specified in the contract of service in days, weeks or months. If it is not specified, the length of the notice period will depend on the length of service of the employee in accordance with the following table:

Length of service	Notice period
Less than 26 weeks	One day
26 weeks to less than two years	One week
Two years to less than five years	Two weeks
Five years or more	Four weeks

The length of notice period must be the same for the employer and employee. The notice period can be waived by mutual consent between the employer and employee. Such a waiver should be in writing.

When counting the notice period, the notice period includes (a) the day on which the notice is given, (b) public holidays, rest days and non-working days, and (c) sick leave taken by the employee. The notice period excludes reservist training.

(C) **Examples:**

(I) **Scenario 1 – One day’s notice**

An employee tenders their resignation today, giving one day’s notice. Their last day of work will be today, as the

notice period includes the day when the employee served notice.

(II) **Scenario 2** – One month’s notice (with public holidays)

An employee gives one month’s notice. If the employee tenders their resignation on 15 July 2019, their last day of work will be 14 August 2019, as the notice period includes public holidays and weekends.

(III) **Scenario 3** – Resignation during late January or early February

An employee gives one month’s notice. If the employee tenders their resignation on 29 January 2019, their last day of work will be 28 February 2019.

However, if the employee tenders their resignation on the following dates, their last day of work will still be 28 February 2019, because February contains only 28 days:

- (1) 30 January 2019;
- (2) 31 January 2019; and
- (3) 1 February 2019.

(Examples taken from the Ministry of Manpower website, available at <https://www.mom.gov.sg/employment-practices/termination-of-employment/termination-with-notice>).

(iii) **CPF contribution:**

Both the employer and employee must continue to make CPF contributions for the salary earned by the employee during the notice period.

(iv) **Special situations during the notice period:**

(A) Taking annual leave during the notice period:

- (I) Annual leave can either be cleared or encashed if an employee’s employment is terminated.
- (II) If such annual leave is encashed, this is calculated at the gross rate of pay based on the employee’s last drawn salary.
- (III) Unused leave is forfeited if the employee is terminated for misconduct.

(B) With the employer’s consent, annual leave can be used to offset the notice period – this will bring forward the last day of employment.

- (I) This means:
 - (1) The employee is paid up to his or her final working day.
 - (2) The annual leave will not be paid for by the employer.
 - (3) The employee may begin work with a new employer immediately after the final working day.
- (II) This is different from going on approved annual leave during notice period, which means:
 - (1) Payment is made to the employee for the full notice period.
 - (2) The last day of work is not brought forward.
 - (3) The employee may begin work with a new employer only after the last day of the employee's notice period.

(C) Taking unpaid leave during notice:

- (I) Requires the agreement of the employer.
- (II) The employer can extend the notice period, but only with the employee's agreement.

(D) Starting new employment while serving notice:

As an employee serving notice remains an employee of the current employer, the employee may only start work with the new employer during the notice period with the consent of the current employer.

(b) **Termination without notice** (i.e. terminating a contract without notice or waiting for the notice period to end)

(i) **Who can terminate:**

Either employer or employee.

(ii) **Compensation payable on termination without notice:**

(A) **Under statute:** The party that terminates the contract without notice or without waiting for the notice period to end must pay the other party compensation in lieu of notice ("**notice pay**"), which is the salary that **would** have been earned had the required notice period been served in full.

(B) **Under contract:** In addition to notice pay, the contract may specify that the employer or employee must pay compensation

for early termination of the contract. Such terms are not covered by the Employment Act and any such disputes will have to be settled through civil proceedings in court.

(iii) **Termination due to breach of employment terms:**

If the employer or employee breaches the terms of the contract in a manner that is similar to that listed below, the other party may terminate the contract without notice without paying notice pay.

(A) **Breach by the employer** includes the failure of the employer to pay the employee's salary within seven days of it being due. However, it is good practice for employees to first check with employers why payment has not been made before deciding whether to leave.

(B) **Breach by the employee** occurs when the employee is absent from work continuously for more than two working days (a) without approval and a good reason; or (b) without informing and attempting to inform the employer of the reason.

Subject to the terms of the contract, the party that breached the terms of employment must pay compensation in lieu of notice.

(iv) **CPF Contribution:** CPF contributions are not required for compensation in lieu of notice (notice pay).

(v) **Changes to the terms and conditions of work:** This requires consent of both the employer and employee – if not, either party may choose to end the contract by serving the notice period.

(c) **Termination due to employee misconduct**

(i) **Who can terminate:**

Employer.

(ii) **Procedure:**

(A) **Step 1:** Employer conducts a **formal inquiry** before deciding whether to dismiss an employee or to take other forms of disciplinary action. There is no specific statutory procedure for an inquiry, but generally:

(I) the investigated employee should be informed of their alleged misconduct;

(II) the investigated employee should be given the opportunity to explain their case; and

(III) the person hearing the inquiry should be neutral and not be in a position which may give an impression of bias.

(B) **Step 1A:** Employer may suspend the investigated employee from work during the inquiry, but such suspension must be for no longer than one week and at a pay which is at least half the employee's salary.

If the employer wishes to suspend the employee for longer than one week, permission must be sought from the Commissioner for Labour at least three working days before the end of the one-week suspension. Such a request should:

- (I) describe the alleged misconduct;
- (II) give reasons for the necessity of the extended inquiry;
- (III) state the salary amount payable to the employee during the suspension; and
- (IV) give an estimate of the end-date of the inquiry.

(C) **Step 2:** Result from the inquiry is found:

- (I) If the employer **finds misconduct**, the employer may:
 - (1) demote the employee;
 - (2) suspend the employee from work without pay, for no longer than a week; or
 - (3) terminate employment without notice, and no salary in lieu of notice will be paid.
- (II) If the employer **does not find a case of misconduct**, the employer must restore the full amount of any salary that was withheld during the suspension period.

(iii) **Examples of misconduct**

Misconduct means a breach of the conditions of employment in the contract of service. Examples include theft, dishonesty, disorderly or immoral conduct at work and insubordination.

(d) **Termination by the expiration of terms of the contract of service**

(i) **Who can terminate:**

By the terms of the contract of service.

(ii) **How to terminate:**

By the terms of the contract of service.

(iii) **Allowed when:**

The terms of the contract of service stipulates the expiry of the contract (e.g. when a project or contract period is completed).

5. PERSONAL DATA PROTECTION ACT IN THE EMPLOYMENT CONTEXT

5.1 General overview

(a) Introduction

Parts 3 – 6A of the PDPA apply in situations where an organisation collects, uses, or discloses personal data about individuals. Under the PDPA, personal data is defined as any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the organisation has or is likely to have access (section 2(1) of the PDPA).

(b) Reasonableness

In meeting an organisation's responsibilities under the PDPA, the organisation must consider what a reasonable person would consider appropriate in the circumstances (section 11(1) of the PDPA).

(c) For whom the organisation is responsible

An organisation is responsible for the personal data in its possession or control. This includes responsibility for the acts of the organisation's employees which result in a contravention of the PDPA, if those employees are acting in the course of employment. This applies even if the act or conduct of the employee was done without the organisation's knowledge or approval (section 53(1) of the PDPA).

However, an organisation will not be liable if the organisation took such steps as were practicable to prevent the employee from doing the act or conduct that constitutes the offence (section 53(2) of the PDPA). As such, notwithstanding that it is also a requirement under section 12 of the PDPA, organisations should develop and implement policies and practices that comply with the PDPA, and ensure that such policies and practices are communicated to their employees.

(d) Volunteers are considered employees for the purpose of the PDPA

For the purposes of the PDPA, the term "employee" includes volunteers, and "employment" includes working under an unpaid volunteer work relationship (section 2(1) of the PDPA). As such, the foregoing provisions under Section 5.1(c) above applying to the liability of an organisation for an employee's acts apply equally in respect of a volunteer or intern.

5.2 How the PDPA's provisions apply to the recruitment process

(a) Voluntary submission of personal data in job or volunteer application

Organisations should inform employees of the purposes for the collection, use and disclosure of their personal data and obtain their consent prior to such collection, use and disclosure. When an individual voluntarily submits a job (or

volunteer) application that contains his or her personal data, he or she may be deemed to consent to the organisation collecting, using and disclosing the personal data for the purpose of assessing his or her job (or volunteer) application (see section 15(1) of the PDPA).

(b) **Publicly available information and business contact information**

An organisation may collect, use, or disclose personal data that is **publicly available** (First Schedule, Part 2, paragraph 1, read with section 2(1) of the PDPA), and **business contact information** (sections 2(1) and 4(5) of the PDPA) without obtaining consent from the individual to which the data relates. This means that an organisation can collect, use, or disclose information gleaned from a business card given by an individual to a recruiter at a job fair, or posted on career portals or social media sites such as LinkedIn, without the consent of the individual.

(i) **Publicly available data** is personal data that is generally available to the public and includes personal data which can be observed by reasonably expected means at a location or event at which the individual appears and that is open to the public (section 2(1) of the PDPA).

(ii) **Business contact information** is defined in the PDPA as “an individual’s name, position name or title, business telephone number, business address, business electronic mail address or business fax number and any other similar information about the individual, not provided by the individual solely for his or her personal purposes” (section 2(1) of the PDPA).

(c) **Collecting, using, or disclosing of personal data for an evaluative purpose**

An organisation may collect, use, or disclose personal data without the consent of the individual to whom the personal data relates if this is necessary for evaluative purposes (First Schedule, Part 3, paragraph 2 of the PDPA). As such, an organisation may, for instance, without the consent of the individual, obtain a reference or recommendation from a prospective employee’s former employer or teacher to determine his or her suitability for employment; and obtain records and analysis from organisations such as employment consultancies to assess an employee’s performance.

(d) **Collecting, using, or disclosing of personal data in an employment-related document**

An organisation may collect, use, or disclose personal data without the consent of the individual to whom the personal data relates if the personal data is included in a document produced in the course, and for the purposes, of an individual’s employment; and is collected, used, or disclosed for purposes consistent with the purpose for which the document is produced (section 17 and First Schedule, Part 3, paragraph 9 of the PDPA).

Per Section 5.2(e) below, if that latter purpose is to enter into, manage, or terminate an employment relationship with an individual, then the organisation will be required, on or before collection, use, or disclosure, to notify the individual of that purpose; and, on request, provide the business contact information of a person who is able to answer the individual's questions about that collection, use, or disclosure on behalf of the organisation (section 20(4) of the PDPA).

(e) **Collecting, using, or disclosing of personal data for the purposes of entering into, managing, or terminating employment relationships**

An organisation may collect, use, or disclose personal data without the consent of the individual to whom the personal data relates if this is reasonable for the purpose of entering into, managing or terminating their employment relationship (section 17 and First Schedule, Part 3, paragraph 10 of the PDPA).

However, while consent is not required, organisations are required, on or before the collection, use, or disclosure of the personal data, to notify individuals of the purposes of such collection, use or disclosure; and, on request, provide the business contact information of a person who is able to answer the individual's questions about that collection, use, or disclosure on behalf of the organisation (section 20(4) of the PDPA).

The PDPA does not prescribe the manner of notification, but this should provide the individual with the required information that allows him or her to understand the purposes for which his or her personal data would be collected, used and disclosed. This can include by means of an employment contract, employee handbook, or notice in the organisation's intranet.

Organisations should keep individuals updated on *new purposes* for which their personal data may be collected, used, and disclosed without their consent, although the Personal Data Protection Commission (the "PDPC") has indicated that repeated notifications are not required every time the personal data is collected, used, or disclosed, as long as a general notification has been given to individuals. An example of this is where employees are generally notified that they will be subject to regular performance appraisals.

The PDPC²⁶ has provided some examples of purposes that fall within the purpose of entering into, managing, or terminating employment relationships:

- (i) conducting pre-employment activities such as health screenings or background/reference checks;
- (ii) using the employee's bank account details to pay salaries;

²⁶ Please refer to [https://www.pdpc.gov.sg/-/media/files/pdpc/pdf-files/advisory-guidelines/ag-on-selected-topics/advisory-guidelines-on-the-pdpa-for-selected-topics-\(revised-may-2024\).pdf](https://www.pdpc.gov.sg/-/media/files/pdpc/pdf-files/advisory-guidelines/ag-on-selected-topics/advisory-guidelines-on-the-pdpa-for-selected-topics-(revised-may-2024).pdf) for further information.

- (iii) allocating computer resources and monitoring how an employee uses those resources;
- (iv) managing work schedules or arrangements, including those relating to deployment;
- (v) conducting checks for discipline or conduct;
- (vi) uploading employees' photographs onto the staff directory page on the organisation's intranet;
- (vii) managing staff welfare and benefits, such as training or education subsidies;
- (viii) conducting audit checks on employees, such as records, taxation, claims etc.;
- (ix) managing health and safety at work; and
- (x) performance management.

5.3 **How the PDPA's provisions apply to handling employee records and other personal data of employees**

(a) **Continuing to use information collected via job application process**

If an individual is employed (or otherwise engaged as, e.g. a volunteer or an intern) by the organisation, the PDPC has taken the view that it would be reasonable for the organisation to continue to use the personal data provided by the individual in the job application form for the purpose of managing the employment relationship with the individual, if required.

(b) **Possible further consents required in the course of the employment**

As the employment relationship continues, it may be necessary for the organisation to obtain consent at further points during the individual's course of employment. This is because organisations must not use personal data for any other purpose unless it obtains consent or deemed consent from the individual, or unless an exception to the consent requirement applies. This applies, for instance, when the organisation requires more personal data than it has already collected or intends to use or disclose the personal data for other purposes.

See Section 5.2(b) – (e) above for some examples of where consent is not required for the collection, use or disclosure of personal data.

(c) **Keeping the data of individuals who are not hired by the organisation, or who have left the employment of the organisation**

The personal data of individuals should not be retained by an organisation if the purpose for which that personal data was collected ceases to be served by its retention, and retention is not necessary for business or legal purposes (section 25 of the PDPA). Where these conditions are satisfied, organisations

should make reasonable efforts to destroy, dispose of, or delete the personal data permanently.

As such, where the individual in question is not hired, it is unlikely that the purpose for which the personal data was collected, used, or disclosed will continue to persist,²⁷ and the data should no longer be retained unless necessary for business or legal purposes.

An organisation should also consider whether such purposes persist once an employee leaves the organisation. Instances of where retention of personal data is acceptable for a valid business or legal purpose include where the organisation has a policy of retaining personal data of former employees for the purpose of considering them for future job opportunities, or for alumni activities. Consent should also be obtained with regard to these purposes, and organisations should not retain personal data without a clearly defined purpose.

Additionally, organisations should be aware that holding personal data for longer than necessary increases the risk of an organisation contravening other provisions of the PDPA. See for instance the obligations to protect the data, maintain its accuracy, and disclose a data breach, at sections 23, 24 and 26A-26E of the PDPA respectively.

(d) Revealing how personal data has been used to job applicants

Under section 21 of the PDPA, an organisation must, on the request of an individual, reveal to the individual how his or her personal data has been used for the past year. However, certain exceptions apply, including where the personal data is opinion data kept solely for an evaluative purpose (Fifth Schedule, paragraph 1(a) of the PDPA). As such, an organisation is not required to reveal to a job applicant (or employee) opinions which were formed about him or her in the process of determining his or her suitability for the job.

(e) Limits to information collected

Under section 18 of the PDPA, organisations should only collect, use, or disclose personal data that a reasonable person would consider appropriate in the circumstances. The information solicited on job application forms or requested to be included in employee records should be reviewed in light of this requirement.

Additionally, individuals may also *withdraw* consent for the collection, use, or disclosure of their personal data.

(f) Application of other law

²⁷ An example where the purpose would continue to exist is where the individual has consented to the personal data being retained for consideration in future job vacancies.

Organisations should also note that they may also be bound by other legal obligations (besides the PDPA) with respect to personal data, which includes the non-disclosure of confidential information.

5.4 Other provisions that may be relevant to the employment context

(a) Consent of minors

The PDPA itself is silent as to the ability of minors to consent to the collection, use, or disclosure of their data. Their ability to consent is governed instead by other statutory and common law. The PDPC has indicated that, as a rule of thumb, minors aged 13 and above typically have a sufficient understanding of the nature and consequences of their actions to consent to the collection, use, or disclosure of their personal data. However, this is merely a practical guide. If the organisation has reason to believe, or the minor objectively indicates that, the minor lacks understanding of the nature and consequences of giving consent, the organisation should obtain consent from another individual who is able to legally provide consent on the minor's behalf (see section 14(4) of the PDPA). This applies equally to deemed consent.

(b) Use of data intermediaries

It is not uncommon for organisations to engage a third-party organisation to assist in the job recruitment process or in the management of employee records (including payroll management). These third parties are almost certain to process data on behalf of the organisation, and come under the definition of "data intermediaries" in the PDPA (section 2(1) of the PDPA). An organisation that engages such a data intermediary is subject to the same obligations and liabilities under the PDPA as if the personal data were processed by the organisation itself (section 4(3) of the PDPA). As such, it is prudent for organisations to undertake due diligence regarding the data intermediary's ability to comply with the PDPA before engaging it to process personal data on the organisation's behalf. The organisation should also make clear in the contract of engagement the scope of work to be performed, and the purposes of such processing.

(c) Transferring personal data overseas

In the process of recruitment or managing employee records, an organisation or its data intermediary may also send personal data overseas. Such transfers are subject to the requirement in the PDPA that organisations ensure that personal data transferred overseas is protected to a standard comparable with that in the PDPA (section 26 of the PDPA).

5.5 Penalties for breach of the PDPA

Breach of the foregoing provisions of the PDPA can result in significant financial penalties for an organisation, including fines of up to \$1,000,000, or up to 10% of an organisation's annual turnover in Singapore, where that organisation's annual turnover in Singapore exceeds \$10,000,000 (sections 48J(1)(a) and (3) of the PDPA). The

PDPC may also direct an organisation to stop collecting, using or disclosing personal data in contravention of the PDPA (section 48I(2)(a) of the PDPA), and/or direct an organisation to destroy personal data collected in contravention of the PDPA (section 48I(2)(b) of the PDPA), or provide other directions as the case may be (sections 48I(2)(c) and 48H(2) of the PDPA).

6. COMPLYING WITH THE CODE OF GOVERNANCE FOR CHARITIES AND IPCS

The Charity Council has developed a Code of Governance for Charities and Institutions of a Public Character (“**IPCs**”) (“**COG**”) which it updates from time to time, with the latest version issued in April 2023. All charities are strongly encouraged by the Ministry of Culture, Community and Youth (“**MCCY**”) to apply the principles and practices of governance and management set out in the COG. The COG contains a Governance Evaluation Checklist (“**GEC**”), and all registered charities and IPCs are required to file a GEC annually on a comply-or-explain basis. The COG and the GEC can be found at the link below:

https://www.charities.gov.sg/layouts/15/download.aspx?SourceUrl=/PublishingImages/Charities-and-IPCs/Manage-Your-Charity/Documents/Code%20of%20Governance%20for%20Charities%20and%20IPCs%20%282023%29_English.pdf

The content in this section is based on the COG above.

6.1 Objectives of the COG

According to MCCY, the objectives of the COG are to:

- (a) make charities more effective by sharing recommended practices on how effective charities are governed and managed;
- (b) provide guidance to Board (see a list of defined terms used in the COG below, at Section 6.5) members to help them carry out their duties as fiduciaries (representatives entrusted to act in the interest of the Charity); and
- (c) boost public confidence in the charity sector by setting the standards of good governance for charities to aspire towards

(extracted from <https://www.mccy.gov.sg/sector/initiatives/code-of-governance-for-charities-and-ipcs>).

6.2 “Comply or explain” approach

The COG sets out a list of six principles and guidelines that all charities and IPCs (except as provided in Section 6.3 below) should comply with to achieve high standards of governance and attain long-term sustainable success.

Each year, all registered charities and IPCs (except as provided in Section 6.3 below) must submit a GEC²⁸ setting out whether the charity or IPC has complied with the guidelines (organised under the six principles) in the COG, and if not, the reasons for (full or partial) non-compliance, and, if applicable, the steps that the charity or IPC intend to take to ensure compliance. The GEC is submitted to the Charity Portal (at: <https://www.charities.gov.sg/>) and is available for public viewing.

²⁸ The GEC must be approved by the Charity’s Board and Management before submission on the Charity Portal.

6.3 **Applicability of the COG/GEC**

The COG is applicable to all registered charities and IPCs in Singapore. It does not apply to exempt charities and self-funded grant-makers (such as philanthropic foundations funded with private family or institutional money), although they may refer to the COG on a voluntary basis.

Additionally, charities which are not IPCs and have gross annual receipts²⁹ (or total expenditure,³⁰ whichever is higher) of less than \$50,000 are not required to submit the GEC, although they are encouraged to refer to the COG and apply its principles.

6.4 **Tier-based system and scoring matrix**

The COG is organised into two different tiers, Tier 1 and Tier 2.³¹ Tier 1 encompasses small and medium Charities which are not IPCs and which have gross annual receipts or total expenditures (whichever is higher) of between \$50,000 to less than \$10,000,000. Tier 2 includes IPCs and charities which have gross annual receipts or total expenditures (whichever is higher) of more than \$10,000,000.

Tier 1 charities are required to “comply or explain” with the guidelines under each principle. Tier 2 charities must “comply or explain” with the guidelines under each principle, and with additional Tier 2 guidelines. This is to reflect the higher standards of accountability to which IPCs are held, given the benefits of IPC status, and, in respect of large charities, corresponds to the greater amount of resources they have as compared to small and medium charities.

When filling in the GEC, charities will have the option to select “Yes”, “No” or “Partial Compliance”, with one point awarded for “Partial Compliance”, two points awarded for full compliance (i.e. “Yes”), and no points for non-compliance (i.e. “No”). All Tier 2 charities should minimally attain 80% of the GEC score for good governance.

The extent of an IPC’s compliance with the COG, and its reasons for partial and/or non-compliance will be taken into account in assessing an application for extension of its IPC status and the length of such extension. A GEC score of 80% and above would be considered favourably in such an assessment.

6.5 **Definitions used in the COG**

For the purposes of the following sections, references are made to the capitalised terms follow that in the COG:

²⁹ Gross annual receipts include all income, grants, donations, sponsorships and all other receipts.

³⁰ Total expenditure includes all costs of generating funds, costs of charitable activities, governance costs and other expenditures as reflected in the unrestricted funds, restricted income funds and endowment funds.

³¹ The tier is determined by the size of the Charity (whichever is lower) in each of the two financial years preceding the current financial year. Thus, for instance, if a Charity which is not an IPC has gross annual receipts or total expenditure of \$49,000 in FY2023 and gross annual receipts or total expenditure of \$50,000 in FY2024, it will not have to file a GEC in 2025 in respect of FY2024.

“Board” refers to the governing body responsible for overseeing and managing a Charity. It is also sometimes known as council or management committee;

“Charities” refers to all registered charities and IPCs, and a **“Charity”** refers to any one of them;

“Close Members of the Family” refers to, in respect of a person, family members who may be expected to influence, or be influenced by, the person in their dealings with the charity. They would include the person’s children and spouse; children of the person’s spouse; and dependants of the person or the person’s spouse;

“Conflict of Interest” refers to a situation that impairs a person’s independence or objectivity in the discharge of responsibilities and duties to the charity. He or she may be a Board member, Staff, or a person with an existing or potential financial or material interest in the Charity;

“Executive Head” refers to the most senior Staff member in charge of the Charity’s personnel. There is a range of job titles that Charities use for this position (e.g. executive director, chief executive officer and general manager);

“Governing Instrument” refers to the Charity’s main constitutional document. It may be its constitution, charter, memorandum and articles of association, trust deed, by-laws or any rules or regulations governing the purposes and administration of the Charity;

“Remuneration” refers to the total compensation received by a person. It includes not only the base salary but also bonuses, commission payments, overtime pay, or other financial benefits received from a Charity;

“Staff” refers to paid or unpaid individuals who are involved in the day-to-day operations of the Charity (e.g. executive director or administrative personnel);

“Stakeholders” refer to the Charity’s members, beneficiaries, donors, grantmakers, regulators, partners etc.; and

“Volunteers” refer to persons who willingly give up time to serve a Charity, without expectation of any Remuneration. For volunteers who are involved in the day-to-day operations of the Charity, they should also abide by the best practices in the COG applicable to Staff.

6.6 **The six principles**

Set out below are the six principles of the COG.

- (a) **Principle 1:** The charity serves its mission and achieves its objectives.
- (b) **Principle 2:** The Charity has an effective Board and management.
- (c) **Principle 3:** The Charity acts responsibly, fairly and with integrity.
- (d) **Principle 4:** The Charity is well-managed and plans for the future.
- (e) **Principle 5:** The Charity is accountable and transparent.
- (f) **Principle 6:** The Charity communicates actively to instil public confidence.

6.7 **Principle 1: The Charity serves its mission and achieves its objectives**

Under this principle, there are three Tier 1 guidelines and one Tier 2 guideline.

(a) **Tier 1 guidelines**

- (i) Clearly state the charitable purposes (e.g. vision and mission, objectives, use of resources, activities etc.). Publish the stated charitable purposes on platforms (e.g. Charity portal, website, social media channels, and so on) that can be easily accessed by the public;
- (ii) Develop and implement strategic plans to achieve the stated charitable purposes; and
- (iii) Have the Board review the Charity’s strategic plans regularly to ensure that the Charity is achieving its charitable purposes, and monitor, evaluate and report the outcome and impact of its activities.

(b) **Tier 2 guidelines**

Document the plan for building the capacity and capability of the Charity and ensure that the Board monitors the progress of this plan.³²

6.8 **Principle 2: The Charity has an effective board and Management**

Under this principle, there are eight Tier 1 guidelines and one Tier 2 guideline.

(a) **Tier 1 guidelines**

- (i) The Board and management are collectively responsible for achieving the Charity’s charitable purposes. The roles and responsibilities of the Board and management should be clear and distinct;
- (ii) The Board and management should be inducted and undergo training, where necessary, and their performance reviewed regularly to ensure their effectiveness;
- (iii) Document the terms of reference for the Board and each of its committees. The Board should have committees (or designated Board

³² “Capacity” refers to a Charity’s infrastructure and operational resources while “capability” refers to its expertise, skills and knowledge.

member(s)) to oversee the audit and finance areas,³³ where relevant to the Charity;

- (iv) Ensure the Board is diverse and of an appropriate size, and has a good mix of skills, knowledge, and experience. All Board members should exercise independent judgement and act in the best interest of the Charity;
- (v) Develop proper processes for leadership renewal. This includes establishing a term limit for each Board member. All Board members must submit themselves for renomination and re-appointment, at least once every three years;
- (vi) Develop proper processes for leadership renewal. This includes establishing a term limit for the treasurer (or equivalent position).

The maximum term limit for the treasurer³⁴ (or equivalent position like a finance committee chairman, or key person on the Board responsible for overseeing the finances of the Charity) should be four consecutive years. If there is no Board member who oversees the finances, the chairman will take on the role.

- (A) After meeting the maximum term limit for the treasurer, a Board member's re-appointment to the position of treasurer (or an equivalent position) may be considered after at least a two-year break; and
- (B) Should the treasurer leave the position for less than two years, and when he or she is being re-appointed, the treasurer's years of service would continue from the time he or she stepped down as treasurer³⁵;
- (vii) Ensure the Board has suitable qualifications and experience, understands its duties clearly, and performs well. No Staff should chair the Board and Staff should not comprise more than one-third of the Board; and
- (viii) Ensure the management has suitable qualifications and experience, understands its duties clearly, and performs well. Staff must provide the

³³ Other areas include Programmes and Services, Fund-raising, Appointment or Nomination, Human Resource, and Investment.

³⁴ The Treasurer and Finance Committee Chairman should not concurrently chair the Audit Committee. The Audit Committee Chairman should not be confused with Finance Committee Chairman as their responsibilities are different.

³⁵ For example, the Treasurer serves for seven months and decides to step down. After a year (i.e. less than the required two years), the Treasurer returns to the same Charity board in same capacity. The computation of Treasurer's years of service will continue (i.e. calculate from eighth month of being a Treasurer).

Board with complete and timely information and should not vote or participate in the Board's decision-making.

(b) **Tier 2 guidelines**

The term limit for all Board members should be set at ten consecutive years or less. Re-appointment to the Board can be considered after at least a two-year break.

For all Board members:

- (A) Should the Board member leave the Board for less than two years, and when he or she is being re-appointed, the Board member's years of service would continue from the time he or she left the Board³⁶;
- (B) Should the Charity consider it necessary to retain a particular Board member (with or without office bearers' positions) beyond the maximum term limit of ten consecutive years, the extension should be deliberated and approved at the general meeting where the Board member is being re-appointed or re-elected to serve for the Charity's term of service. (e.g. a Charity with a two-year term of service would conduct its election once every two years at its general meeting); and
- (C) The Charity should disclose the reasons for retaining any Board member who has served on the Board for more than ten consecutive years, as well as its succession plan, in its annual report.

For treasurer (or equivalent position) only: A Board member holding the treasurer position (or equivalent position like a finance committee chairman or key person on the Board responsible for overseeing the finances of the Charity) must step down from the treasurer or equivalent position after a maximum of four consecutive years. The Board member may continue to serve in other positions on the Board (except the assistant treasurer position or equivalent), not beyond the overall term limit of ten consecutive years, unless the extension was deliberated and approved at the general meeting – refer to (B) above.

6.9 Principle 3: The Charity acts responsibly, fairly and with integrity

Under this principle, there are five Tier 1 guidelines and no Tier 2 guidelines.

³⁶ For example, the Board member serves for five years and decides to step down. After six months (i.e. less than the required two years), the Board member returns to the same Charity board. The computation of Board member's years of service will continue (i.e. calculate from the sixth year of being a Board member).

(a) **Tier 1 guidelines**

- (i) Conduct appropriate background checks on the members of the Board and management to ensure they are suited to work at the charity;
- (ii) Document the processes for the Board and management to declare actual or potential conflicts of interest, and the measures to deal with these Conflicts of Interest when they arise. A Board member with a Conflict of Interest in the matter(s) discussed should recuse himself/herself from the meeting and should not vote or take part in the decision-making during the meeting;
- (iii) Ensure that no Board member or Staff is involved in setting his or her own Remuneration, whether directly or indirectly;
- (iv) Establish a code of conduct that reflects the Charity's values and ethics and ensure that the code of conduct is applied appropriately; and
- (v) Take into consideration the environmental, social and governance factors when conducting the Charity's activities.

6.10 **Principle 4: The Charity is well-managed and plans for the future**

Under this principle, there are three Tier 1 guidelines and three Tier 2 guidelines.

(a) **Tier 1 guidelines**

- (i) Implement and regularly review key policies and procedures to ensure that they continue to support the Charity's objectives;
 - (A) Ensure the Board approves the annual budget for the Charity's plans and regularly reviews and monitors its income and expenditures (e.g. financial assistance, matching grants, donations by board members to the Charity, funding, Staff costs and so on); and
 - (B) Implement appropriate internal controls to manage and monitor the Charity's funds and resources. This includes key processes such as:
 - (I) Revenue and receipting policies and procedures;
 - (II) Procurement and payment policies and procedures; and
 - (C) System for the delegation of authority and limits of approval;
- (ii) Seek the Board's approval for any loans, donations, grants, or financial assistance provided by the Charity which are not part of the core charitable programmes listed in its policy. (e.g. loans to employees/subsidiaries, grants or financial assistance to business entities); and

- (iii) Regularly identify and review the key risks that the Charity is exposed to and refer to the Charity's processes to manage these risks.
- (b) **Tier 2 guidelines**
- (i) Set internal policies for the Charity on the following areas and regularly review them:
 - (A) Anti-money laundering and countering the financing of terrorism;
 - (B) Board strategies, functions, and responsibilities;
 - (C) Employment practices;
 - (D) Volunteer management;
 - (E) Finances;
 - (F) Information Technology ("IT") including data privacy management and cybersecurity;
 - (G) Investment (obtain advice from qualified professional advisors if this is deemed necessary by the Board);
 - (H) Service or quality standards; and
 - (I) Other key areas such as fund-raising and data protection;
 - (ii) The Charity's audit committee or equivalent should be confident that the Charity's operational policies and procedures (including IT processes) are effective in managing the key risks of the Charity; and
 - (iii) The Charity should also measure the impact of its activities, review external risk factors and their likelihood of occurrence, and respond to key risks for the sustainability of the Charity.

1.2 **Principle 5: The Charity is accountable and transparent**

Under this principle, there are six Tier 1 guidelines and one Tier 2 guideline.

(a) **Tier 1 guidelines**

- (i) Disclose or submit the necessary documents (e.g. annual report, financial statements, GEC etc.) in accordance with the requirements of the Charities Act 1994, its regulations, and other frameworks (e.g. the Charity Transparency Framework);
- (ii) Generally, Board members should not receive Remuneration for their services to the Board. Where the Charity's Governing Instrument expressly permits Remuneration or benefits to the Board members for their services, the Charity should provide reasons for allowing

Remuneration or benefits and disclose in its annual report the exact Remuneration and benefits received by each Board member;

- (iii) The Charity should disclose (A) the number of Board meetings in the year and (B) each Board member's attendance in its annual report;
- (iv) The Charity should disclose in its annual report the total annual Remuneration (including any Remuneration received in the Charity's subsidiaries) for each of its three highest-paid Staff, who each receives Remuneration exceeding \$100,000, in incremental bands of \$100,000. Should any of the three highest-paid Staff serve on the Board of the Charity, this should also be disclosed. If none of its Staff receives more than \$100,000 in annual Remuneration each, the Charity should disclose this fact;
- (v) The Charity should disclose in its annual report the number of paid Staff who are Close Members of the Family of the executive head or Board members, and whose remuneration exceeds \$50,000 during the year. The annual Remuneration of such Staff should be listed in incremental bands of \$100,000. If none of its Staff is a Close Member of the Family of the executive head or board members and receives more than \$50,000 in annual Remuneration, the Charity should disclose this fact; and
- (vi) Implement clear reporting structures so that the Board, management, and Staff can access all relevant information, advice, and resources to conduct their roles effectively. Records of relevant discussions, dissenting views and decisions should be reflected in the minutes of general and Board meetings. Minutes of these meetings should be circulated to the Board as soon as practicable. Board meetings should have an appropriate quorum of at least half of the Board, if a quorum is not stated in the Charity's Governing Instrument.

(b) **Tier 2 guidelines**

Implement a whistle-blowing policy for any person to raise concerns about possible wrongdoings within the Charity and ensure such concerns are independently investigated and follow-up action taken as appropriate.

1.3 **Principle 6: The Charity communicates actively to instil public confidence**

Under this principle, there are two Tier 1 guidelines and one Tier 2 guideline.

(a) **Tier 1 guidelines**

- (i) Develop and implement strategies for regular communication with the Charity's Stakeholders and the public (e.g. focus on the Charity's branding and overall message, raise awareness of its cause to maintain or increase public support, show appreciation to supporters etc.); and

(ii) Listen to the views of the Charity's Stakeholders and the public and respond constructively.

(b) **Tier 2 guidelines**

Implement a media communication policy to help the Board and management build positive relationships with the media and the public.

SCHEDULE A1

TEMPLATE EMPLOYMENT CONTRACT

Overview of this template employment contract:

This template employment contract contains the main terms and conditions provided to employees prior to, or at the start of, their new employment.

You may alternatively wish to use the shorter form in Schedule A2 to provide the key terms of employment to your employees. However, we would recommend using a longer form contract to capture in detail the contractual responsibilities of the employees (and employer), and to help minimise disagreements.

Guidance notes for using the template employment contract:

- This template contract includes notes in square brackets which has instructions on the information you need to add before sending the document to the person you are offering employment to.
- Please update this template contract where needed in order to reflect your Charity's practices and policies.
- This template contract can be used for both manager and non-manager roles, and we have suggested clauses to remove where the clause is usually not required for non-manager employment contracts (e.g. the non-compete clause).
- Before sending the contract to the candidate, please delete the highlighted notes in square brackets because those have been included just for the purposes of helping you to prepare the employment contract. Please also delete all other square brackets (i.e. there should be no square brackets in the complete version of the contract you send out for signing).
- Where we refer to "managers", "non-workers" and "workers" in the notes, we are referring to those terms as they are defined in the Employment Act. Please refer to Section 1 for more information.

See following page for the template contract.

[ON HEADED PAPER OF THE CHARITY]

[Insert addressee]

[Insert address]

[Insert date]

Dear [Insert name of addressee],

Terms and conditions of employment

Further to our various meetings and discussions, I have the pleasure of offering you the position of [Insert job title] with [Insert the name of your Charity], a [not-for-profit charity] [Please update language in square brackets as required to reflect the legal status of the employing entity] in Singapore, on the following terms and conditions:

1. START OF YOUR EMPLOYMENT

- 1.1 Your employer is [Insert the name of your Charity] (the “Charity”).
- 1.2 Your employment with us commences on [Insert date] and shall continue until terminated in accordance with the terms of this agreement (this “Agreement”).
- 1.3 No employment with a previous employer counts towards your period of continuous service with us.
- 1.4 Your employment will be subject to the satisfactory completion of a probation period commencing on [Insert date] and ending on [Insert date] unless terminated earlier in accordance with these terms and conditions of employment (the “Probation Period”). At or shortly after the end of the Probation Period, the Charity will notify you of its decision whether to confirm your employment under this Agreement. [Note that the probationary period can be as long or short as you want. Employment of probationers may be terminated in the same manner as full-time employees, that is, by giving notice, or salary in lieu of notice]
- 1.5 Your offer of employment and continued employment is subject to you obtaining and maintaining in force the requisite citizenship, residence visa, work permit or employment pass (as applicable) to allow you to reside and work in Singapore.
- 1.6 You warrant that by entering into this Agreement with the Charity, you will not be in breach of any prior agreement, contract or arrangement with any other person which prevents you from lawfully fulfilling your employment obligations to the Charity, including but not limited to any restrictive covenant or confidentiality obligation arising out of employment with any former employer.

2. JOB TITLE AND DUTIES

- 2.1 You are employed as [Insert job title] and report to [Insert manager’s name] or such other person who holds the office of [Insert manager’s job title] (the “Manager”).

2.2 During your employment with the Charity, you must perform your duties and responsibilities in accordance with your job description set out in Schedule 1 and:

- (a) Use your best endeavours to promote and protect the interests of the Charity and its related corporations.
- (b) Faithfully and diligently perform all duties assigned to you by the Charity from time to time in good faith.
- (c) Comply with such policies and guidelines of the Charity, as established and amended from time to time, which may be applied to the Charity's employees.
- (d) Comply with all rules, regulations and guidelines laid down by any relevant authority and/or regulatory body.
- (e) Comply with the Charity's anti-bribery and anti-corruption policy and related procedures at all times.
- (f) Not at any time allow yourself to be placed in a position where your personal interests might conflict with your duties and obligations in this Agreement, whether directly or indirectly.
- (g) Not be directly or indirectly engaged, interested in or undertake in whatever capacity and whether for reward or gratuitously, any employment, trade, business, office or work whatsoever otherwise than in respect of your duties to the Charity, or retain any fee, which could affect your work, except with the written consent of the Charity.
- (h) Devote yourself exclusively to the business of the Charity and shall personally attend thereto at all times during the daily hours notified to you from time to time by the Manager.
- (i) Be competent and of sufficient capacity.
- (j) You shall comply with your duty of care towards the Charity.
- (k) You shall comply with your duty of good faith and fidelity towards the Charity.

3. PLACE OF WORK

3.1 Your normal place of work is the Charity's office in Singapore, presently located at **[Insert office address]** or such other place within Singapore as we may reasonably determine.

3.2 You may, from time to time and in the performance of your duties, be required to travel to places whether in or outside Singapore by such means and on such occasions as the Charity may from time to time require.

4. SALARY AND BENEFITS

4.1 In consideration of the services provided and your agreement to being bound by any covenants contained herein, the Charity will pay your base salary of **[Insert amount]**

[See Section 3.2(a) above for advice on remuneration] per year which shall accrue from day to day and be payable, less any applicable taxes, in **[12 equal monthly instalments (and pro-rated for any part month of employment)]** **[Please update language in square brackets per the actual payment arrangements]** in arrears on or about the **[Insert date]** of each month directly into your bank account (your “Salary”). **[Ministry of Manpower guidance requires payment of salary to seven days after the end of salary period. Overtime pay, if applicable, must be paid within 14 days of the stipulated salary period: see Section 1.4(b)(iii) above.]**

4.2 Where required, the Charity shall make contributions to the Central Provident Fund Board (the “CPF Board”) in Singapore in accordance with the Central Provident Fund Act 1953 at the prevailing statutory rates. Where required, you shall also be required to make employee contributions to the CPF Board at the prevailing statutory rates, which the Charity shall make on your behalf and such amounts shall be deducted from any remuneration payable to you under the terms of this Agreement (including but not limited to this Clause [4]).

4.3 [Bonus and commission: **[If you do not pay or intend to pay bonuses or commissions, you can delete this clause 4.3. This clause may be more appropriate for managerial/executive roles]**]

(a) The Charity may in its absolute discretion pay you a bonus of such amount and at such intervals as the Charity may in its absolute discretion determine, taking into account specific performance targets to be notified to you from time to time.

(b) Any bonus or commission payment shall be purely discretionary and shall not form part of your contractual remuneration under this Agreement. If the Charity makes a bonus or commission payment to you, it shall not be obliged to make subsequent bonus or commission payments.

(c) The Charity may alter the terms of any bonus targets or withdraw them altogether at any time without prior notice.

(d) Notwithstanding Clause [4.3(b)], you shall in any event have no right to a bonus or commission or a time-apportioned bonus or commission if:

(i) you have not been employed throughout the whole of the relevant financial year of the Charity; or

(ii) your employment terminates for any reason, or you are under notice of termination (whether given by you or the Charity), at or prior to the date when a bonus might otherwise have been payable.

4.4 All amounts payable by the Charity to you shall be subject to any deductions and/or withholdings which the Charity may be entitled to make by law or the Charity is required by law to make. To the fullest extent permitted by law, you authorise the Charity to deduct from your Salary or any other sums due from the Charity to you at any time, any sum(s) which you may owe the Charity during or on the termination of your employment, including without limitation any overpayments or sums due in respect of loans made to you by the Charity.

- 4.5 You shall be responsible to file any applicable tax returns and pay all taxes which may be due on the sums paid and/or other benefits provided to you by the Charity. Without prejudice to Clause [4.4], any payment from the Charity to you shall be subject to any and all withholding and other taxes levied and the Charity shall in such case be entitled to deduct or retain the amount of such tax from the sum payable to you.
- 4.6 Your Manager will formally review your performance annually, and as part of this review, your basic salary will also be reviewed. However, any increase to your basic salary will be at the discretion of the Charity, subject to any legal requirements.
- 4.7 The Charity shall reimburse you for such expenses as are from time to time properly, reasonably and necessarily incurred in the course of your employment that are supported by receipts, vouchers or other evidence of payment, in accordance with the Charity policy.
- 4.8 **[You will be eligible for the Charity's medical insurance schemes upon confirmation of employment, subject to acceptance by the insurance companies. The Charity has the full and absolute discretion to change insurance service providers and terms and conditions as it deems necessary.] *[Delete this clause if you do not offer health insurance. This may be appropriate for your managerial/executive roles, depending on the benefits packages your Charity offers.]***

5. HOURS OF WORK

You will work an average of [44] hours a week, normal hours of work are between [9:00 a.m.] and [6:00 p.m.], [Mondays] to [Fridays] inclusive, with a lunch break of one hour. You may be required to work such additional hours as are necessary for the proper performance of your duties. If there are any provisions for paid overtime or time off in lieu specific to your role, these will be notified to you by your Manager. You will not be entitled to extra pay for working additional hours unless this has been previously agreed by your Manager or is required by law.

[Note that under Singapore law, for employees who are either (i) workmen in receipt of a salary not exceeding \$4,500 a month, or (ii) non-workmen (i.e. a rank-and file white-collar employee (e.g. clerk and receptionist)) earning under \$2,600 a month and who are not managers or executives (collectively, "Part IV Employees"), normal work hours are:

- ***up to eight hours a day, or 44 hours a week, if such employees are required to work more than five days a week; or***
- ***up to nine hours a day, or 44 hours a week, if such employees are required to work five days or less a week.***

Employers must pay Part IV Employees overtime pay for any work on top of the normal work hours. The formula for calculating overtime pay is as follows:

- ***1.5 × number of hours of overtime worked × (12 × monthly basic rate of pay) / (52 weeks × 44 hours)***

Also note that Part IV Employees are entitled to at least one rest day per week. See Section 1.2 above for more details, including exceptions to the above.]

6. ANNUAL LEAVE / HOLIDAYS

- 6.1 You are entitled to [seven] days' paid annual leave for each complete year of service, such leave accruing on a pro rata basis throughout such year[, with such number of days increasing by one for each additional year that you remain employed with the Charity, subject to a maximum of 14 days' paid annual leave] **[Employees covered by the Employee Act are entitled to a minimum of seven days of annual paid leave for the first 12 months of continuous service with the same employer, and an additional one day of annual paid leave for each subsequent 12 months of continuous service with the same employer, subject to a maximum of 14 days. See Section (ii) above for more details]**. The Charity's annual leave year runs between [Insert date] and [Insert date]. If your employment starts or finishes part way through the annual leave year, your annual leave entitlement during that year shall be calculated on a pro-rata basis.
- 6.2 The Charity shall abide by the paid annual leave, rest days and statutory holidays in accordance with the Singapore Government Gazetted Public Holidays.

[Note that under Singapore law, the minimum holiday entitlement is as follows:

- employees (including managers and executives) who have served their employer for not less than three months are entitled to paid annual leave of seven days in respect of the first year of continuous service with the same employer and one additional day for every subsequent year with the same employer, but subject to a maximum of 14 days' leave; and**
- note also that all employees (including managers and executives) are entitled to be paid for Singapore's 11 public holidays. Public holidays are not included in the calculation of minimum holiday entitlement.**

See Section 1.4(e) and (b) above for more details.]

- 6.3 The number of paid annual leave days to which you are entitled will increase with the length of service, however, the rate of such increase will be at the complete discretion of the Charity but always in accordance with applicable laws.
- 6.4 Annual leave dates must be agreed by your [Manager] in writing in advance. We may require you to take annual leave on specific days which will be notified to you.
- 6.5 Without the approval of your Manager and to the extent permitted by law, you cannot carry untaken annual leave entitlement forward from one annual leave year to the following annual leave. **[Note that if the employee is a workman earning up to \$4,500 a month, or non-workman earning up to \$2,600 a month, you must allow the employee to carry any unused annual leave to the next 12 months. This can be capped at their minimum holiday entitlement. There is no such requirement to allow managers to carry unused holidays forward.]**

6.6 We will not pay you in lieu of untaken annual leave except on termination of employment, unless required to do so by law.

6.7 If you have taken more annual leave than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct the excess annual leave pay from any payments due to you [calculated at one day's rate of your [full-time equivalent] salary] for each excess day to the extent permitted by law.

7. SICKNESS AND INCAPACITY

7.1 If you are absent from work due to sickness or incapacity you must notify your Manager of the reason for your absence as soon as possible but no later than [*Insert time*] on the end of the first day of absence.

7.2 For any period of incapacity a doctor's certificate stating the reason for absence must be obtained and supplied to [*Insert position*]. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.

7.3 If you are absent from work by reason of incapacity and you satisfy the relevant requirements, you will be entitled to sick pay. Each claim for sick leave is subject to your compliance with the Charity's sickness policies and procedures in place from time to time and you must provide a medical certificate from a Singapore registered doctor or dentist, as applicable.

[Note that under Singapore law, employers have to provide paid sick leave, of up to 14 days, or 60 days if hospitalisation is required, to their employees (including managers and executives) if they are issued with a medicate certificate by any registered doctor or dentist indicating that they are unfit for work, provided that the employee must have been employed by his or her employer for at least three months. See Section 1.4(e)(v) above for more details.]

[7A] COVENANT NOT TO COMPETE

During the subsistence of this Agreement and for a period of [six] months after termination of this Agreement, you covenant with the Charity that you will not act in such a manner as to cause, attempt to cause, or otherwise influence any of the Charity's clients or customers in Singapore to terminate any contract, arrangement or relationship with the Charity. You further covenant with the Charity that you will not during the subsistence of this Agreement and any time for a period of [six] months after termination of this Agreement, solicit or attempt to solicit the business of any client or customer of the Charity who have been clients or customers of the Charity at any time during the period of [12] months prior to the termination of this Agreement (or if this Agreement terminates earlier than [12] months after the effective date of this Agreement, at any time during the subsistence of this Agreement).] ***[You may want to include a non-compete clause in contracts for managers and executives. It is uncommon to include this in contracts for non-senior staff.]***

8. TERMINATION AND NOTICE PERIOD

- 8.1 During your probation period either of us can terminate your employment by giving not less than [**Insert number**] weeks' notice. Following successful completion of your probation period, the notice period will increase to [**four weeks**] notice. [OR Either party can terminate your employment in accordance with the applicable law.]

[Under Singapore law, notice to terminate the service of an employee must not be less than:

- **one day's notice if they have been employed for less than 26 weeks;**
- **one week's notice if they have been employed for 26 weeks or more but less than two years;**
- **two weeks' notice if they have been employed for two years or more but less than five years; and**
- **four weeks' notice if they have been employed for five years or more.**

See Section 4.2 above for more details.

If you want to follow the minimum requirement set out in Singapore law, you can just include the wording: "Either party can terminate your employment in accordance with the applicable law".

However, note that the employer and employee may contractually agree to a longer notice period.]

- 8.2 The Charity may at its discretion terminate your employment without notice and make a payment of basic salary in lieu of notice to you.

- 8.3 The Charity may by notice in writing terminate this Agreement and dismiss you summarily without any prior notice or payment in lieu upon the occurrence of any of the following events:

- (a) you violate any of the prevailing policies of the Charity or any of the policies stipulated in the Charity's Code of Conduct and/or Employee Handbook, if any;
- (b) you refuse to carry out reasonable orders of the Charity or duties assigned to you;
- (c) you disclose confidential information in respect of or belonging to the Charity or its affiliates other than in the normal course of the Charity's business or as permitted under this Agreement;
- (d) you commit any serious or persistent breach of any of the terms and conditions of your employment;
- (e) you are guilty of grave misconduct or wilful neglect in the discharge of your duties, including absenteeism or tardiness;

- (f) you are convicted for any criminal offence (other than minor traffic offences) whether in Singapore or elsewhere;
- (g) you are guilty of fraud or dishonesty, including without limitation the giving of false information or falsifying Charity records, including job applications, medical forms, and/or other documents;
- (h) you steal, remove, or attempt to steal or remove Charity property without permission;
- (i) you commit physical assault on any of your colleagues, sexually harass any of your colleagues, or you use obscene, threatening, discriminatory language towards your colleagues; and
- (j) if you become permanently incapacitated due to any reason and are prevented from properly and efficiently performing your duties hereunder for three consecutive calendar months in any period of 12 consecutive months.

8.4 Upon the termination of your employment, you shall:

- (a) not represent yourself as being in any way connected or interested in the business of the Charity; and
- (b) immediately return all property whatsoever belonging to or provided by the Charity or any of its related corporate bodies in your possession and/or control, including without limitation credit cards, security pass, laptops, records, files, data, documents and disks (and other means of storing or recording information) and you shall not retain or take any copies thereof without the prior written consent of the Charity.

9. CONFIDENTIALITY

You acknowledge that during the course of your employment, you may acquire information of a confidential nature relating to the business of the Charity, including, without limitation: trade secrets or confidential information relating to or belonging to the Charity or any of its affiliates including but not limited to any such information relating to donors, donor lists, customers, customer lists or requirements, price lists or price list structures, marketing and sales information, business plans or dealings, employees or officers, financial information and plans, designs, formula, product lines, prototypes, services, research activities, source codes and computer systems, software, any document marked “confidential” (or with a similar expression), or any information which has been related to you in confidence or which might reasonably be expected by you to be regarded by the Charity as confidential, or any information which has been given to the Charity or any of its affiliates in confidence by its customers, suppliers or other persons (hereinafter collectively referred to as “**Confidential Information**”), which is the exclusive property of the Charity and which, if disclosed, could cause irreparable harm to the Charity. Accordingly, you agree and undertake that during the term of this Agreement, and following the termination of the Agreement for any reason, you shall:

- (a) treat confidentially and protect against misuse, and unauthorised disclosure or publication of all Confidential Information; and
- (b) shall not use or disclose or communicate the Confidential Information to any third party, or use for your benefit or the benefit of any third party, except for the purpose of carrying out your responsibilities under this Agreement or to the extent required by law.

9A INTELLECTUAL PROPERTY

All and any intellectual property rights, including without limitation, any patent or design rights made, conceived, expressed, developed, produced or created by you (whether alone or jointly with others) in the course of or in connection with your employment shall belong to the Charity. Such intellectual property rights shall include without limitation, rights of any nature in or comprising of inventions (ideas, potential marketing and sales relationships, inventions, research, plans for products or services, marketing plans, computer software including, without limitation, source code and object code, computer programs, characters, know-how, trade secrets, information, data, improvements, technology, designs, whether or not subject to patent or copyright protection) (collectively, “**Intellectual Property**”).

To the extent that any such inventions may not be considered work made for hire by you for the Charity, you agree to unconditionally and irrevocably assign and, upon its creation, automatically assign, to the Charity, the ownership of such Intellectual Property, without the necessity for any further consideration and you agree to take any action and execution any documents as may be necessary to effect such assignment.

10. PRIVACY CONSENT AND MONITORING

- 10.1 You consent to the Charity collecting, storing, processing and disclosing personal data about you to other persons both within and outside Singapore and these persons may collect, store, use and disclose the personal data for reasons relating to your employment, to the extent permitted under the applicable laws, and in accordance with our personal data protection policy. These other persons include the Charity’s headquarters or other offices of the Charity, the national tax office, the Charity’s pension trustees and administrators, the Charity’s benefits providers, the Charity’s contractors, financial and legal advisers, and any other party to whom the Charity is required to disclose your personal data by law. **[For compliance with Singapore personal data protection laws, you should ensure that you provide the personal data protection policy in Schedule A3 to the employee.]**
- 10.2 Personal use of the Charity’s equipment is not permitted. You consent to the Charity monitoring and recording any use that you make of the Charity’s electronic communications systems provided to you by the Charity for the purpose of ensuring that the Charity’s rules (including the prohibition against personal use) are being complied with and for legitimate business purposes. You shall comply with any electronic communication systems policies that the Charity may issue from time to time. **[Note that an organisation may collect personal data about an individual without their consent, or from a source other than the individual, if the personal**

data is collected by the individual's employer and the collection is reasonable for the purpose of managing or terminating an employment relationship between the organisation and the individual. However, the question of whether this exception covers monitoring employees' own communication equipment has not been tested in the courts, and, in any case, the individual must still be notified of such collection. It is prudent for employees to be told that their communication equipment may be monitored. Please review the privacy policy in Schedule A3 and see Section 5 above.

11. POLICIES AND PROCEDURES

- 11.1 You are required to comply with the rules, procedures, policies and handbook (if any) relating to employees of the Charity for the time being in force. This includes complying with the Charity's rules, procedures/standard operating procedures about the collection, use or disclosure of personal data. The Charity shall be entitled, in its sole and absolute discretion, to modify from time to time, the rules, procedures, policies and handbook relating to employees and to the extent permitted under the applicable laws, such modification shall bind you automatically on, and with effect from, the date on which the Charity makes such modification. Failure to comply with such rules, procedures, policies and handbook (if any) will lead to disciplinary consequences, up to and including termination of employment.
- 11.2 In the event of a conflict between the terms of the rules, procedures, policies and handbook, and the terms of this Agreement, the terms of this Agreement shall prevail.

12. NOTICES

- 12.1 Any notice required to be served hereunder may be served by hand. Any notice required to be served hereunder may also be served by post to your address stated above or your last known place of abode and any such notice by post shall be deemed to have been served at the time at which the letter would be delivered in the ordinary course of post. ***[Any notice required to be served hereunder may also be served by email to your email address as notified to the Charity from time to time and any such notice by email shall be deemed to have been served at the time of transmission] [The Charity should insert the last sentence if it intends for notice to be effective via email].***
- 12.2 Notwithstanding Clause [12.1] above, if deemed receipt occurs before 9 a.m. on a business day the notice shall be deemed to have been received at 9 a.m. on that day and if deemed receipt occurs after 5 p.m. on a business day, or on a day which is not a business day, the notice shall be deemed to have been received at 9 a.m. on the next business day. For the purpose of this Clause [12], "**business day**" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent.

13. THIRD PARTY RIGHTS

A person who is not a party to this contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

14. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. SURVIVAL OF OBLIGATIONS

Any provision or covenant of this Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination.

16. ENTIRE AGREEMENT

This Agreement supersedes all other agreements between you and the Charity and you hereby acknowledge that you are not entering into this Agreement in reliance on any representation other than those set out in this Agreement.

17. GOVERNING LAW AND JURISDICTION

This Agreement and your employment by the Charity shall be governed by the laws of Singapore, and you submit to the exclusive jurisdiction of the courts of Singapore in respect of all matters relating to this Agreement and/or your employment.

18. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully,

.....

[Name of sender]

For and on behalf of

[Insert name of Charity]

I hereby acknowledge receipt and accept the contents of this letter

Signed

[Insert name of employee]

Date

SCHEDULE 1
JOB DESCRIPTION

[Insert job description]

SCHEDULE A2

KEY TERMS OF EMPLOYMENT

Employers must issue key terms of employment in writing to all employees who meet all the following requirements:

1. Enter into a contract of service on or after 1 April 2016.
2. Are covered by the Employment Act.
3. Are employed for 14 days or more. This refers to the length of contract, not the number of days of work.

Unless all key employment terms are listed in the employment contract, we suggest that the Charity provides the terms below in addition to any employment contract signed with an employee.

Section A | Details of Employment

Employer Name (and Trade Name, if different from Employer's Name) Job Title, Main Duties and Responsibilities

Employee Name

- Full-Time Employment
 Part-Time Employment

Employee NRIC/FIN

Duration of Employment

Employment Start Date

Place of Work

Section B | Working Hours and Rest Days

Details of Working Hours

Number of Working Days Per Week

Rest Day Per Week

Section C | Salary

Salary Period

- Hourly Daily Weekly
 Fortnightly Monthly

Date(s) of Salary Payment

Date(s) of Overtime Payment

Overtime Payment Period

- Hourly Daily Weekly
 Fortnightly Monthly

Basic Salary

Overtime Rate of Pay

Fixed Allowance Per Salary Period

Item	Allowance (\$)
Total Fixed Allowances	

Fixed Deductions Per Salary Period

Item	Deduction (\$)
Total Fixed Allowances	

Other Salary-Related Components

đ CPF Contributions Payable

Section D | Leave and Medical Benefits

Types of Leave

- Paid Annual Leave
Per Year: _____(days/hrs)
- Paid Outpatient Sick
Leave Per Year: _____(days/hrs)
- Paid Hospitalisation
Leave Per Year: _____(days/hrs)

Other Types of Leave

- Paid Medical Examination Fee
- Other Medical Benefits

Section E | Others

Length of Probation: _____
Probation Start Date: _____
Probation End Date: _____

Notice Period for Termination of
Employment

[Note:

The employer's name on these Key Terms of Employment should:

- **If the employer is an individual, be the name specified on his or her identity card or passport; or**
- **If the employer is not an individual, be as specified on any register or official record kept under any written law, or if this is not applicable, the name in which the employer employed the employee.**

Additionally, if the employer has a trade name, this should be included in the Key Terms of Employment.

The employee's name should be as per his or her identity card, work pass or passport.]

SCHEDULE A3

PERSONAL DATA PROTECTION POLICY

1. Personal Data Protection Policy

1.1 Introduction

At **[Insert name of Charity]** (the “Charity”) we recognise the importance of protecting personal data and respecting the right of individuals to privacy. As such, we are committed to the proper management of all personal data provided to us, in accordance with the provisions set forth in the Singapore Personal Data Protection Act 2012 (“PDPA”) and all related regulations and guidelines as may from time to time be issued by the Personal Data Protection Commission (“PDPC”). This Personal Data Protection Policy sets forth how we will collect, use, disclose or otherwise process your personal data as an employee, intern, or volunteer of our organisation, as well as, where applicable, any other personal data provided to us, including that of our clients and business partners.

1.2 Personal Data Defined

Under the PDPA, personal data is defined as any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the organisation has or is likely to have access. Data from which a person can be identified includes, for instance, a person’s full name; NRIC, FIN, or passport number; personal mobile phone number; facial image; voice recordings; fingerprint; iris image; and DNA profile. Data from which a person can be identified when considered together with other information the organisation has or is likely to access includes, for instance, a person’s gender; age; citizenship and/or nationality; past employment; education; income; spending habits; and medical information.

1.3 Collection of Personal Data

In order to carry on the Charity’s activities, you may be requested, at the beginning of our employment relationship with you and subsequently from time to time, to provide your personal data to us. This personal data includes, but shall not be limited to, your full name, NRIC or FIN number, contact details, professional and academic qualifications, accreditations, association memberships, employment history, referee opinions and recommendations, professional employability assessments, and personal photograph **[Note that if the Charity has an explicit list of personal data it wishes to collect, it can list them out here]**. As a general rule, we will collect and prefer to collect any personal data we require directly from our correspondence with you and from any personal data that you may otherwise submit to us directly, such as in a CV or job application. However, we may also collect personal data from third parties such as your personal referees, your current and/or former employers, academic institutions, professional associations, online or offline job portals, or through social media websites such as LinkedIn **[Note that if the Charity has an explicit list of the ways it will collect information from the employee/volunteer, it can list them out here]**.

By applying for a job, applying for an internship, or applying to volunteer with our organisation, and/ or providing your personal data to us by any other means, you consent to the collection, use, disclosure or other processing of your personal data for the purposes of the entering into, management, and, should the need arise, termination of your employment relationship with us, and in accordance with this Personal Data Protection Policy and as otherwise required by the laws of the Republic of Singapore.

[Note: Please include other purposes the Charity intends to collect the data for.]

Except where the personal data is necessary for evaluative purposes, we will notify you of the personal data we wish to collect, use, or disclose on or before the date of such collection, use, or disclosure, and obtain your consent for purposes not reasonably necessary for the entering, management, or termination of our employment relationship with you. This notification may be made to you directly via email, or may be noticed to you in your employment contract, employee handbook, or through the Charity's intranet **[Note: Please amend as necessary to reflect the ways in which the Charity will notify the employee/volunteer if the Charity wishes to collect, use, or dispose the employee's/volunteer's personal data for purposes not listed in this policy or in the employment contract. Note that if the new purpose is not for entering into, managing, or terminating the relationship of employment with the employee/volunteer, then you will likely need to obtain the employee's/volunteer's consent for that new purpose. For clarity, if the new purpose is reasonably necessary for entering into, managing, or terminating the relationship of employment with the employee/volunteer, then that employee/volunteer need only be notified of (and consent need not be requested for) the new purpose. See, for reference, Section 5.3 above.]**

*[Please note that pursuant to the Employment (Employment Records, Key Employment Terms and Pay Slips) Regulations 2016 we are legally required to collect the full name, current address of place of residence, date of birth, gender, and NRIC or FIN numbers of our employees in order to maintain proper employment records.]

***[Note that the Employment Act defines "employees" as persons who enter into or work under a contract of service. This may include certain internship contracts but exclude volunteer agreements. The Charity may wish to remove provisions relating to the Employment (Employment Records, Key Employment Terms and Pay Slips) Regulations 2016 for volunteer agreements.]**

1.4 Use of Personal Data

Apart from the purposes listed in the foregoing Section 1.3, we will collect and use your personal data for the purposes of providing services to our beneficiaries **[or clients, as the case may be]**; informing you of possible work opportunities; paying you; fulfilling any applicable administrative, contractual and other legal, audit, filing and reporting requirements; conducting data analyses; and formulating and reviewing employment policies **[Note: Please amend as appropriate for the purposes that the Charity will use the information for.]** If we wish to use your personal data for any other purposes not reasonably necessary for the entering, management, or termination of our employment relationship with you, or not necessary for evaluative purposes, then, unless otherwise allowed or required by applicable law, we will seek your consent on or before the date of such use.

1.5 Disclosure of Personal Data

All personal data in our possession or under our control will be kept in accordance with our confidentiality obligations. Nonetheless, we may provide personal data to third parties if this is necessary to satisfy the purposes mentioned in Sections 1.3 or 1.4 above, or a directly related purpose, or otherwise allowed by applicable law. If we wish to disclose your personal data for any other purposes not reasonably necessary for the entering, management, or termination of our employment relationship with you, or not necessary for evaluative purposes, then, unless otherwise allowed or required by applicable law, we will seek your consent on or before the date of such disclosure.

Additionally, if we transfer any personal data outside of Singapore, this personal data shall be collected, used, disclosed or otherwise processed only in accordance with the provisions of PDPA and all other applicable law. The standards in privacy laws vary between countries, and we will act appropriately to make sure that your personal data is protected by legally enforceable obligations, and collected, used, disclosed, or otherwise processed in accordance with this Personal Data Protection Policy, the PDPA and any other requirements at law. **[See for reference, Section 5.4(c) above.]**

1.6 Withdrawal of Consent

If, at any point of time, you wish to withdraw your consent to the collection, use, or disclosure of your personal data, please contact us at: **[Insert contact details]**. Please be aware, however, that your withdrawal of consent may make it practically untenable or legally impossible for us to continue to employ you in our organisation. This would result in the termination of the agreement between us. This is because we will need to use your personal data to, among other things, maintain our employment records, including maintaining information required by law under the Employment (Employment Records, Key Employment Terms and Pay Slips) Regulations 2016. **[Per above, the Charity may wish to remove provisions relating to the Employment (Employment Records, Key Employment Terms and Pay Slips) Regulations 2016 for volunteer agreements]**

1.7 Access and Correction of Personal Data

If, at any point of time, you wish to access, correct, or otherwise change any personal data that you have provided to us, please contact us at: **[Insert contact details]**. We will provide you with access to your personal data as soon as reasonably possible, and change or correct your personal data as soon as practicable. If we are unable to do so within 30 days of receiving your request, then we shall inform you of our inability to do so in writing. **[We may also charge you a reasonable administrative fee for providing you with access to the data, which we shall inform you of prior to providing you with access to the data.] [It is permissible for organisations to impose a reasonable fee for providing access to an individual's personal data – the Charity may choose to delete this provision as appropriate.]**

1.8 Accuracy of Personal Data

The Charity takes all reasonable measures to keep the personal data in our control or possession as accurate, up-to-date, and complete as possible, taking into account,

among other things, the nature of the data and the purposes for which they are collected, used, or disclosed. We may, from time to time, contact you to check that your personal data remains accurate, especially before making any decisions that affect you on the basis of your personal data in our possession or control. Nonetheless, we request that you inform us at **[Insert contact details]** of any changes to your personal data as soon as possible after such changes.

1.9 Protection of Personal Data

The Charity makes reasonable security arrangements to protect the personal data in our possession or control against unauthorised access, collection, use, disclosure, copying, modification, or disposal, or similar risks. We also make reasonable security arrangements to prevent the loss or theft of any storage medium or device on which personal data in our possession or control is stored. [Such measures include the encryption of data that is transferred to and from our computer database(s); only allowing authorised individuals with strong passwords (which shall be changed regularly) to access our computer database(s); training our employees, interns, and volunteers to handle personal data in accordance with the PDPA, this Personal Data Protection Policy and other applicable law, and implementing relevant disciplinary procedures to ensure compliance; entering into confidentiality agreements with any persons who handle confidential information; marking confidential documents clearly and prominently and storing them in locked file cabinet systems; and the appointment of a Data Protection Officer to make sure that personal data collected, used, disclosed, or otherwise processed by the Charity is done in accordance with the PDPA and this Personal Data Protection Policy] **[Note: The Charity may include details of the protection it provides here, and amend the foregoing provisions as appropriate].**

1.10 Retention of Personal Data

The Charity will only retain personal data for as long as the purpose(s) for which they are collected and/or a business or legal purpose continues to exist. We will destroy or otherwise properly dispose of personal data in a secure manner when their retention is not served by the purposes listed in the immediately preceding sentence[, and, unless otherwise required by applicable law, upon request for us to do so by the individual to whom the personal data relates]**[Note: The Charity is not obliged to (but may) destroy data upon request if it is allowed to retain it because the purpose for which it was collected still exists, or if there remains a legal or business purpose for which it is necessary to retain the data. If the Charity does not wish to delete data on request, it may excise this part of Section 1.10].**

1.11 Data Protection Officer

The Charity has appointed a Data Protection Officer who shall be responsible for ensuring that the Charity complies with its obligations under the PDPA. He or she is contactable at **[Insert contact details]**. Among other things, the Data Protection Officer provides advice and conducts audits from time to time on the Charity's compliance with applicable data protection law. **[Under section 11 of the PDPA, an organisation must designate one or more individuals to be responsible for ensuring that the organisation complies with the PDPA, and make available to**

the public the business contact information of that individual(s). Appointing a Data Protection Officer would satisfy this requirement of the PDPA.]

2. Responsibilities of Employees, Volunteers, and Interns

2.1 Consent to Collection, Use, or Disclosure of Personal Data, and Retention of Personal Data

Our employees, volunteers, and interns are responsible for the collection, use, disclosure, or other processing of personal data in an appropriate way. This often requires obtaining consent from individuals to the collection, use, or disclosure of their personal data for the purposes that they are informed about on or before such collection, use, or disclosure. As a corollary, you must ensure that personal data collected, used, or disclosed for one purpose is not used for a completely different purpose; and you must not retain any personal data if the purpose for which it was collected, used or disclosed ceases to exist, or there is no longer any legal or business purpose to retain such data.

2.2 Protection of Personal Data

You will also be responsible for maintaining the security of personal data that you handle as part of your work, and you should always take reasonable steps to ensure such protection, including abiding by our **[Clear Desk and Screen Requirements and other]** requirements listed in our policies from time to time notified to you including the Acceptable use of IT Resources and use of Social Media Policy. Other security requirements include only handling personal data on secure devices and platforms approved by the Charity; maintaining strong passwords and changing them from time to time; and refraining from discussing the personal data of individuals in public spaces unless you are confident that doing so will not compromise the protection of that personal data.

2.3 Training and Policy, and Data Breaches

In addition, you will be required to attend all training required by our privacy and security awareness programmes **[Note: The Charity may include details of any training it provides here, and amend the foregoing provisions as appropriate]**, comply with any other personal data protection policies as notified to you from time to time, and must report any actual or suspected data security breaches that you come across in the course of your employment with us to **[Insert contact details]**. You must, in addition, not access any personal data to which you have not been given permission to access.

3. Contact Details and Complaints Procedure

If you have any further questions about this policy, or wish to provide feedback or complaints, please contact us at **[Insert contact details]**. We value any feedback or complaints provided to us and will keep them in strict confidence. In respect of complaints, we request that you provide us with sufficient detail and/or evidence of the complaint. We aim to respond to your complaint(s) as soon as reasonably possible and may contact you for further relevant information. If you are dissatisfied with our

handling of your feedback or complaints, we request that you approach us to discuss the matter. You may also approach the PDPC for advice and further action.

4. Authorisation

Signature:

Name and title:

Date of approval:

SCHEDULE A4

ACCEPTABLE USE OF IT RESOURCES AND USE OF SOCIAL MEDIA POLICY

[General drafting notes:

- **The Charity should delete provisions that are not required or are inconsistent with its internal policies – some of these provisions are enclosed within square brackets “[]”. For example, if the organisation does not permit use of Personally Owned Devices to conduct organisation-related business, references to Personally Owned Devices should be deleted.**

1.1 The policies refer to various teams within the Charity. Please ensure that the allocated teams are consistent with your Charity’s internal structures.

1.2 The policies are tailored for use in Singapore. If the Charity operates in other jurisdictions, these policies must be reviewed and revised.]

2. Acceptable Use of IT Resources Policy

2.1 Introduction

This IT Resources Policy applies to the use of information, electronic and computing devices, and network resources to conduct the business of **[Insert the name of your Charity]** (the “Charity”) or interact with internal networks and business systems. All employees, contractors, consultants, volunteers, temporary and other workers at the Charity are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Charity policies and standards, and local laws and regulations.

This IT Resources Policy sets forth specific responsibilities and instructions regarding the storage, use, and protection of Work-Related Information (as defined below) on Technology Systems (as defined below). The key points to note from this IT Resources Policy are:

- (a) you must use Technology Systems in a civil, professional, ethical, and lawful manner and consistent with Charity policies;
- (b) you may make reasonable personal use of the Charity’s Technology Systems, subject to the provisions of this IT Resources Policy;
- (c) you must keep your user ID and password confidential and must not knowingly disable or circumvent any system intended to protect the privacy or security of the Charity’s systems;
- (d) you should maintain a clear desk and clear screen;
- (e) you must store information in the appropriate repository; **[and]**
- (f) you must always use special care to keep personally identifiable information secure and ensure compliance with applicable law and Charity policies; **[and]**

- (g) [you must take steps to ensure any Personally Owned Device used to conduct Charity-related business is secure].

You should be aware that, subject to applicable law and for legitimate reasons set forth in this IT Resources Policy, the Charity may access, monitor, or review your communications and other files created, sent, received by, or stored using Technology Systems[, or Personally Owned Devices] only to the extent you elect to use such personal devices for Charity-related business and/or you connect those devices to the Charity's Technology Systems.

The use of the Charity's Technology Systems to interact with others plays a critical role in our daily business operations. The manner in which we communicate with people reflects not only on each of us individually, but also on the Charity. Assuring the confidentiality, integrity, and availability of Work-Related Information is critical to our success. For these and other reasons, we have established this IT Resources Policy to explain and set forth the expectations of the Charity for the use of its Technology Systems.

- (i) Safeguarding information entrusted to the Charity by its workforce, members, stakeholders and other affected parties is of the highest importance to our business and reputation. Your adherence to the security rules and practices set forth in this IT Resources Policy is fundamental to the Charity's ability to safeguard information, consistent with contractual, regulatory and other legal expectations of our business.
- (ii) Your respectful and lawful use of Technology Systems is fundamental to supporting a workplace climate where uncivil or disrespectful behaviour is not tolerated, and where the legal rights of others are respected. Personal accountability for adherence to this IT Resources Policy is not only critical to comply with computer crime, copyright, and other significant laws governing use of electronic communications and the internet, but also your adherence is fundamental to a diverse, inclusive, and respectful workplace in which harassment, or other illegal acts are simply not acceptable.
- (iii) For these reasons, failure to comply with this IT Resources Policy or any other inappropriate use of Technology Systems may lead to disciplinary actions.

2.2 Application of the IT Resources Policy; Definitions

The IT Resources Policy uses the following defined terms:

- (a) ["**Personally Owned Devices**"] include desktops, laptop and server computers, tablets, PDAs (e.g. iPhone and Android devices), printers, scanners, phones, fax machines, and removable media (including flash drives, CDs, DVDs, and other optical media), owned by anyone other than the Charity, which you use to conduct Charity-related business or connect to the Charity's Technology Systems, or to access, use or store Work-Related Information.]
- (b) "**Technology Systems**" include desktops, laptop and server computers, tablets, smartphones, printers, scanners, multi-function devices, software,

cloud services, email systems, phones, fax machines, voicemail systems, facilities for Internet access, networking equipment, Charity-sanctioned apps, removable media (including flash drives, CDs, DVDs, and other optical media), and access cards (including systems that control access to the Charity's offices and other secure space) in all cases provided by the Charity.

- (c) **"Work-Related Information"** includes any organisational, member, stakeholder, vendor, employee, or any other information which is sent, received, used, stored, accessed, or otherwise processed in connection with Charity-related business.

2.3 Acceptable Use of IT Resources

You must exercise good judgment when using Technology Systems. At all times, you have the responsibility to use Technology Systems in a civil, professional, ethical, and lawful manner. You must not use Technology Systems to use, copy, distribute, access, display, create, transmit, post, or store:

- (a) pornographic or sexually explicit content;
- (b) content containing derogatory or hate-oriented material based on age, religion, gender, race, national origin, pregnancy, sexual orientation, uniformed service, disability, or any (other) protected classification in Singapore;
- (c) offensive, disruptive, excessive, or defamatory language or material that is otherwise uncivil, inappropriate or unlawful;
- (d) data of which you know that you are not an intended recipient (including by logging into a system, server or account that you know you are not expressly authorised to access);
- (e) malicious programs being introduced into the network or server (e.g. viruses, worms, Trojan horses, e-mail bombs etc.);
- (f) information about, or lists of, the Charity's members, stakeholders or employees to parties outside the Charity, without authorisation;
- (g) discriminatory language or remarks that would constitute harassment of any type or could create a hostile environment;
- (h) unsolicited commercial or advertising material, chain letters or other junk mail of any kind; or
- (i) material where such actions would constitute copyright infringement or other misuse of other intellectual property of another.

Also, you may not use Technology Systems to:

- (a) make threats of or engage in improper or illegal conduct;

- (b) promote or engage in criminal activities, drug or weapons offenses, violence, fraud, computer crimes, hacking, or other inappropriate behaviour; or
- (c) operate a personal business.

Access to certain websites may be blocked by the Charity's Technology Systems.

2.4 Security Responsibilities

Your User ID, password and other personal identification codes control access to the Charity's Technology Systems and must be held in strict confidence. Revealing your account password to others outside the Charity or allowing use of your account by others is strictly prohibited. This includes family and other household members when work is being done at home.

You must not knowingly disable, defeat, overload or circumvent any system intended to protect the privacy or security of the Charity's Technology Systems or Work-Related Information. [Personally Owned Devices may not be connected to the internal network without prior approval of the Charity.] Any computer approved for connection must have current anti-virus protection installed and operational at all times.

Should you become aware of any potential weakness related to security, report such issue immediately to Technology Support.

2.5 Software Licensing

Only properly licensed software may be utilised on any Technology System. If you have a business reason to use software that is not supplied by the Charity, you should contact Technology Support to provide the business reason and request approval for the exception. All requests for the installation of non-standard software will be evaluated to ensure the software will not otherwise violate the Charity's technology or security policies.

2.6 Clear Desk and Clear Screen Requirements

All computers are set to have a default locking screen saver timeout of [15] minutes. You should not attempt to modify the screensaver timeout except by authorised means.

You should lock your computer, tablets, smartphones, and all other devices used to conduct Charity-related business which have locking functionality whenever you leave them unattended. When working in public places, privacy screens should be affixed to laptop screens.

Likewise, other highly confidential materials, such as materials subject to certain protective orders or other special legal protections, certain member or stakeholder information and sensitive personnel information, should not be left unattended on desks. Paper and removable computer media containing highly confidential materials should be kept in locked storage when not in use. When printing, copying, and using fax equipment to send and receive highly confidential information, the output should be cleared from the machines immediately to prevent unauthorised disclosure.

2.7 [Personally Owned Devices Responsibilities

Access to Work-Related Information through a Personally Owned Device is limited to Charity-approved access methods. This allows the Charity to encrypt Work-Related Information and make it inaccessible to unauthorised parties, with the exception that you can use the telephone function of your Personally Owned Device for business-related voice communications, subject to any Charity policies regarding such business-related communications. You should not store any documents containing Work-Related Information or engage in any substantive written communications (including messaging by SMS, WhatsApp, WeChat or other text, audio or video messaging services) containing Work-Related Information on a Personally Owned Device outside of Charity-sanctioned applications. The Technology Department may adjust the security settings on your Personally Owned Device used to conduct Charity-related business in accordance with legal requirements or security best practices.

(a) **Data Collection**

In the unlikely event that the Charity reasonably believes it is legally compelled to collect Work-Related Information stored on your Personally Owned Device, you agree to allow the Charity to retrieve Work-Related Information from your device and cooperate as reasonably requested to comply with the request. As part of such a collection, we may need to review your non-Work-Related Information comingled with Work-Related Information to identify relevant information. If this is required, we will ensure that the review will be conducted in accordance with all relevant data protection legislation.

(b) **Mobile Device Management Software**

The Charity may use mobile device management software to specify minimum device password requirements, and to monitor the connection of your Personally Owned Device to the Charity's networks to record dates, times, duration of access, and other information (to monitor network and system performance and to identify unusual usage patterns or other activity that may indicate the device has become compromised). The Technology Department may also use mobile device management to ensure that Charity-owned applications are installed and configured correctly, to manage apps on the device that have been approved for Work-Related Information, and to ensure restricted apps are not installed.

(c) **Unauthorised Access**

You must immediately notify the Charity concerning any lost or stolen media. You must immediately notify Technology Support regarding any incident or suspected incident of unauthorised access to your Personally Owned Device and/or unauthorised disclosure of Work-Related Information.

If you report or the Charity detects unauthorised access to your Personally Owned Device, you leave the Charity, or the Charity has any other legitimate reason to believe that the security of your Personally Owned Device has been

compromised, the Charity may disable and/or remotely wipe your device, including personal data on your device.

(d) Device Disposal

Before disposing of a Personally Owned Device, you should ensure that all relevant organisational information stored on the device has been permanently deleted. If you have any questions or concerns regarding device disposal, contact your local Technology Department.]

2.8 Monitoring of Communication

The Charity may, where permitted by law, use a variety of tools to monitor data transmitted on or communications or interactions using Technology Systems [or Personally Owned Devices].

Monitoring may be carried out for a variety of legitimate business reasons, such as:

- (a) to maintain the security of the Charity's Technology Systems and detect unauthorised access, disclosure or use;
- (b) to maintain the effective and efficient operation of Technology Systems;
- (c) to monitor or investigate compliance with legal and regulatory requirements;
- (d) to monitor or investigate compliance with Charity policies, procedures and standards;
- (e) for the prevention or detection of crime;
- (f) to confirm whether communications relate to the Charity's business;
- (g) to establish the existence of facts and provide evidence of business transactions;
- (h) to measure personnel performance and/or service levels;
- (i) for the effective and efficient administration of Charity facilities and resources;
- (j) for quality assurance and training purposes; and/or
- (k) to comply with the Charity's legal obligations as an employer.

"Monitoring" may include accessing, storing, reviewing, collecting, alerting, logging, and exporting such data. The results of monitoring activity will be kept secure and access to this information will be restricted to those with a demonstrable need to know.

The Charity is ultimately responsible for all communications relating to Charity-related business. Any monitoring and investigative activities will be proportionate and limited to the extent necessary to address the legitimate business reasons identified by the Charity. The Charity will, as far as is possible and appropriate, respect your privacy and autonomy whilst you are working. However, you should note that your use of

Technology Systems and any communications relating to Charity-related business cannot be guaranteed to be private. To maintain your own privacy, you should be aware that some of the Charity's monitoring activities may reveal confidential personal information about you. For example, if you regularly visit websites which detail the activities of a particular political party or religious group, then those visits might indicate your political opinions or religious beliefs.

The Charity will carry out routine monitoring of its Technology Systems [and the use of Personally Owned Devices] to connect to the Charity's Technology Systems or conduct Charity-related business, for the legitimate business reasons described above.

In some cases, monitoring will be focused on the actions or communications of a specific user. This may include emails, internet or telephone usage, network logs, time recording logs, access card data, security camera recordings or information relating to reimbursements.

2.9 Personal Use of IT Systems

Although the Charity's Technology Systems have been implemented for use in the Charity's business, we understand that you may wish to use them occasionally for personal purposes during your leisure time (e.g. during a lunch break) or in the conduct of non-Charity-related business that is permitted by your relationship with the Charity.

The Charity grants you the right to use the Technology Systems for such personal purposes to a reasonable and appropriate extent so long as such use is carried out in a responsible manner and in compliance with this IT Resources Policy and does not interfere with the performance of your duties. The Charity reserves the right to restrict at any time the use of Technology Systems for legal, security, and other reasons. You acknowledge that monitoring of your personal and permitted personal communications and your use of Charity Technology Systems may be necessary due to certain legitimate business reasons or when required by law.

On termination of your employment or engagement (as applicable), we ask you to delete all non-Work-Related Information from your workspace, from your personal email folder, and from any other folders that may contain personal files. The Charity is permitted to access such folders and all remaining files contained therein, without providing further notice or seeking consent, for legitimate business purposes.

Any non-Work-Related Information you wish to take with you on the termination of your employment or engagement (as applicable) with the Charity will need to be reviewed by the Charity, in accordance with local applicable privacy laws, to ensure that no Work-Related Information has been incidentally commingled with such personal files. The Charity is not responsible for any data loss associated with providing you with non-Work-Related Information, and the fact that you commingled non-Work-Related Information with Work-Related Information does not grant you an ownership interest in the device.

2.10 Enforcement

Any personnel found to have violated this IT Resources Policy may be subject to disciplinary action, up to and including termination of employment. A violation of this policy by a temporary worker, contractor or vendor may result in the termination of their contract or engagement with the Charity.

3. Use of Social Media Policy (the “Social Media Policy”)

3.1 Introduction

“**Social media**” includes blogs, crowdsourcing communities, microblogs (such as X & WeChat), wikis, social networking sites (such as Facebook and LinkedIn) and social sharing and messaging sites (such as Instagram, TikTok and YouTube). These represent a growing form of communication for not-for-profit organisations, allowing them to engage their members and the wider public more easily than ever before.

While social media present significant opportunities for networking, business development and collaboration, they also have pitfalls. The purpose of this Social Media Policy is to alert all staff of those concerns.

The Charity seeks to encourage information and link-sharing amongst its membership, staff and volunteers, and seeks to utilise the expertise of its employees and volunteers in generating appropriate social media content.

At the same time, social media posts should be in keeping with the image that the Charity wishes to present to the public, and posts made through its social media channels should not damage the Charity’s reputation in any way.

[Due to the fast-moving nature of social media and the constant development of new social media programs, it is important that this Social Media Policy and its procedures be reviewed at regular intervals.]

3.2 Core Policy

The Charity’s social media use shall be consistent with the following core values:

- (a) **Integrity:** The Charity will not knowingly post incorrect, defamatory or misleading information about its own work, the work of other organisations, or individuals. In addition, it will post in accordance with the Charity’s Personal Data Protection policies.
- (b) **Professionalism:** The Charity’s social media represents the Charity as a whole and should seek to maintain a professional and uniform tone. Staff and volunteers may, from time to time and as appropriate, post on behalf of the Charity using its online profiles, but the impression should remain one of a singular Charity rather than a group of individuals and be made with the Charity’s prior consent.

- (c) **Information Sharing:** The Charity encourages the sharing and reposting of online information that is relevant, appropriate to its aims, and of interest to its members.

The Charity should seek to grow its social media base and use this to engage with existing and potential members, donors and stakeholders. At the same time, a professional balance must be struck which avoids placing the Charity's reputation at risk.

3.3 Social Media Sites

Any internet site or technology that entails substantive content beyond merely directory information, whether structured as a blog, a textual status update or article on a social networking site, or any other form, raises the following issues.

(a) **Members, Stakeholders or Charity Confidential Information**

The Charity's duty to protect the confidences of its members and stakeholders applies with the same force regardless of the medium. Individual personnel who breach member and stakeholder confidences on any social networking site, are exposed to the same risks as personnel who breach member and stakeholder confidences in more traditional ways. Similarly, the Charity's information that is confidential or proprietary should be protected from disclosure in any medium.

(b) **Requests for Comment**

Inquiries received from blogs seeking comment on the Charity, the **[insert the industry of your Charity]**, or other topical matter should always be directed to the Charity's public relations team who are able to check for conflicts, spot sensitive issues, and facilitate internal approval as quickly as possible.

Moreover, personnel are not authorised to post online purporting to speak for the Charity or as official Charity spokespeople unless approval is specifically granted. Should you need to identify the Charity, or post as an official Charity spokesperson, please consult with the Charity's public relations team, which will assist you in securing appropriate approvals.

(c) **Other Matters**

The Charity's personnel are free to create, edit or administer a personal blog/bulletin board/wiki or contribute to a third-party blog/bulletin board/wiki not associated with substantive issues relating to the Charity. Of course, online as well as offline, you should exercise good judgment and act in accordance with the highest levels of professional, ethical and lawful conduct. If you are unsure of the details relating to the content you wish to post, please consult with the Charity's public relations team.

Even if you do not identify your employer, prospective and current donors, members and stakeholders do perform Internet searches for names of the Charity's personnel. Please ensure that anything you post will reflect positively

on you, and by extension, the Charity. Again, please be aware that anonymity on the Internet is almost impossible to maintain, so, even if you believe you are posting anonymously or under a pseudonym, please assume that your post can be traced to you, and through you to the Charity.

(d) **Use of the Charity's Name and Logo**

Should you choose to identify the Charity as your employer, the correct reference is “[**insert the official name of your charity**].” Please remember that if you do choose to identify yourself as affiliated with [**insert the name of your Charity**], you significantly increase the chance that comments you make online will be attributed to the Charity.

The Charity's logo is the intellectual property of [**insert the name of your Charity**]. No personnel may use the Charity's logo or other identifier on a personal or third-party blog/bulletin board/wiki without securing appropriate approvals in advance.

3.4 **Social Networking Sites**

Social networking sites, either personal or professional, can raise the same issues discussed above, to the extent that they permit users to post textual and visual materials, whether as articles, status updates, video streams, etc. In addition, however, social networking sites raise the following issues.

(a) **Personal Networking Sites**

The Charity does not prohibit its personnel from participating in personal social networks, such as Facebook, TikTok or Instagram. The same rules laid out above apply here too:

- (i) You may identify the Charity as your employer. The correct usage is “[**insert the official name of your Charity**].”
- (ii) You may not use the Charity's logo or other identifier without approval, except in the case of an auto-populated logo in the case of LinkedIn.
- (iii) You may not purport to speak for the Charity or as an official Charity spokesperson.
- (iv) Your conduct online reflects not only on yourself, but also on the Charity. Please make sure that your conduct online always remains appropriate.

While many social media sites do offer personalised privacy settings, please be aware that their policies in regard to privacy settings often change. A periodic check that your privacy settings and your public profile are to your preferred specifications is recommended.

Always be thoughtful and cautious when posting to any social/digital communication channels/apps, considering any potential sensitivities that may

arise. As we often see, even a deleted post can live on as a screenshot and can be shared far and wide, well beyond the initial intended audience.

(b) **Professional Networking Sites – Including LinkedIn**

There are several professional networking sites which present networking and collaboration opportunities. Participating in these sites is a matter of personal choice but personnel who choose to do so are urged to exercise discretion and good judgment. The rules regarding identifying the Charity, using the logo, and speaking on behalf of the Charity are the same here as on personal sites.

(c) **Phishing, Social Engineering, and Identity Theft**

The use of social media can pose personal risk to you and a data security risk to the Charity. Hackers and other cyber criminals often use information posted on social media sites to glean information they then use to carefully craft an email that appears legitimate and trustworthy but in fact contains malware or otherwise assists in a data breach. Mindful of such spear phishing risks, you should exercise care and good judgment involving any personal information you post publicly on social media sites.

3.5 **Use of Charity's Equipment**

The IT Resources Policy applies to posts on blogs etc., and to use or maintenance of networking sites. Personnel are reminded that personal use of the Charity's computers or other technology is limited to occasional use during leisure time, may not include inappropriate content or conduct, and is subject to lawful monitoring.

3.6 **Guidelines for posting to social media**

Before social media posts are made, staff and volunteers should ask themselves the following questions:

- (a) Is the information I am posting, or reposting, likely to be of interest to the Charity's members and stakeholders?
- (b) Is the information in keeping with the interests of the Charity and its constituted aims?
- (c) Could the post be construed as an attack on another individual, organisation or project?
- (d) Would the Charity's donors be happy to read the post?
- (e) If there is a link attached to the post, does the link work, and have I read the information it links to and judged it to be an appropriate source?
- (f) If reposting information, is the original poster an individual or organisation that the Charity would be happy to associate itself with?

- (g) Are the tone and the content of the post in keeping with other posts made by the Charity? Does it maintain the Charity's overall tone?

If you are at all uncertain about whether the post is suitable, do not post it until you have discussed it with the public relations team. A few moments spent checking can save you and the Charity big problems in the future.

SCHEDULE A5

ANTI-DISCRIMINATION

1. Discrimination Policy

[Insert the name of your Charity] (the “Charity”) endorses diversity, supports equal rights, and does not advocate, support or practice discrimination based on **[race, nationality, language, religion, age, gender, pregnancy, marital or family status or disability]** **[Note: The characteristics listed in square brackets are limited. The Charity may include further characteristics based on their organisational culture and requirements. Further characteristics may include sexual orientation, gender identity, HIV/AIDS status, political beliefs or activities, industrial or trade union activities and medical or criminal records.]**, whether covered by applicable regulations or not.

We also recognise that prohibiting discriminatory policies and procedures is sound management practice. Our employment decisions will be based on real business needs without regard to non-relevant criteria or distinctions and will ensure that all decisions relating to employment issues are based on merit.

1.1 Purpose

This document sets out:

- (a) the Charity’s policy against such discrimination; and
- (b) the governance structures, responsibilities and processes that have been established to give effect to that policy.

1.2 Definitions

Discrimination is where a person is unreasonably treated differently and worse by another person due to a certain attribute. **[This includes instances where a person implements a practice, policy or rule which applies to all individuals in the same way but which has a different and worse effect on certain individuals rather than others, and is not reasonable in the circumstances.]** **[Note: The language in square brackets relate to indirect discrimination. It is not certain whether the Ministry of Manpower requires employers to prevent indirect discrimination at this juncture. Given this lack of clarity, we recommend that efforts in preventing indirect discrimination be made.]**

1.3 Policy

The Charity does not advocate, support or practice discrimination based on **[race, nationality, language, religion, age, gender, pregnancy, marital or family status or disability]** or any other personal attribute protected by law. Consistent with this, we do not condone any form of unlawful discrimination or vilification based on such attributes.

The Charity will make all reasonable accommodations to allow people who experience difficulties in their dealings with the Charity to benefit equally from its work.

Every person will be given a fair and equitable chance to compete for hiring, appointments, trainings, promotions or transfers, and to pursue their career as effectively as others.

Employment decisions relating to hiring, appointments, trainings, promotions or transfers and other forms of career development opportunities will be determined according to individual merit, performance and competence.

This policy is to be used in conjunction with the [Workplace Harassment Policy] **[Note: Charity to include the names of any other relevant policies e.g. equal employment opportunity, workplace grievance, affirmative action, workplace bullying and dispute resolution policies. We have included the Workplace Harassment Policy we have drafted for the Charity.]**

Authorisation

Signature:

[Name and title:]

[Date of approval:]

[Insert the name of your Charity]

2. Discrimination Policy

2.1 Responsibilities

[Note: Charity may amend the below responsibilities in line with their organisational structure and culture.]

- (a) The [Board] **[Note: Charity to amend as per organisational structure]** will:
- (i) regularly review the leadership and commitment given to eliminating discrimination through active monitoring and promotion of the Charity's Anti-Discrimination Policy; and
 - (ii) ensure that the Charity has a workplace culture that encourages anti-discrimination and equal employment opportunity.
- (b) The [Management] **[Note: Charity to amend as per organisational structure]** will ensure that:
- (i) our practices and processes incorporate precautions against discrimination in such areas as hiring, appointments, trainings, promotions or transfers, other career development opportunities, dismissals and redundancies **[and the selection and treatment of our beneficiaries] [Note: In the event that the Charity assists individuals outside of the Charity, we suggest ensuring that the anti-discrimination policy covers such individuals to a certain extent as well.]**;

- (ii) reasonable accommodations are made to allow individuals of all attributes to access benefits provided by the Charity; and
 - (iii) all supervisors understand and are committed to the principles and regulations relating to anti-discrimination and applying it in the workplace.
- (c) It is the responsibility of the [Human Resource Department] [**Note: Charity to amend as per organisational structure**] to:
- (i) ensure that all employees, interns and volunteers understand their obligations, responsibilities and rights in relation to anti-discrimination;
 - (ii) review and report to the [Management], as appropriate, on the effectiveness of the management systems established to remove discrimination;
 - (iii) analyse material breaches and identified compliance system weaknesses for systematic trends and ensure that any adverse trends are addressed;
 - (iv) ensure that any matters which do not comply with the principles of this policy are identified and addressed as promptly and sensitively as possible;
 - (v) ensure that immediate and appropriate steps are taken to minimise or eliminate unlawful harassment, discrimination, and bullying in the workplace; and
 - (vi) ensure that ongoing support and guidance is provided to all employees, including the Management in relation to the principles of this policy and its practice in the workplace.
- (d) All employees, interns and volunteers at all levels will:
- (i) ensure that they are aware of, and will refrain from discriminatory or harassing behaviour;
 - (ii) comply with this policy and treat all other employees, interns and volunteers [and our beneficiaries] with respect and professionalism without regard to non-relevant criteria, attributes or distinctions;
 - (iii) inform [their supervisor, a member of Management or the Human Resources Department] [**Note: Charity to amend as per organisational structure**] if they believe that they (or someone else) has been treated unfairly;
 - (iv) where appropriate, suggest ways in which practices, systems and procedures could be improved to reduce the likelihood of discrimination occurring; and

- (v) set an example by their own behaviour.

2.2 Procedures

Employees, interns or volunteers who believe they have or are being treated unfairly because of discrimination should take positive and prompt action.

In such instances, the individuals should contact, as appropriate, the following individuals:

- (a) [their supervisor; or
- (b) if the supervisor is the subject of, or involved in, your complaint, or otherwise has a conflict of interest and is deemed not able to impartially and independently assess the complaint from a neutral perspective, a member of Management or the Human Resources Department.] **[Note: Charity may amend the harassment reporting line as per their chain of command/organisational structure.]**

In certain instances, acts of discrimination may also constitute acts of harassment.

Should a complaint of discrimination or harassment be made, it will be investigated in a confidential and procedurally fair manner in accordance with our “Formal Complaints Procedure” as described in our Workplace Harassment Policy. If proven, the person responsible will be counselled or disciplined. In serious cases, this may involve dismissal or other sanctions.

If the responsible person’s conduct constitutes criminal conduct (e.g. intentional harassment), we can assist the employee, intern or volunteer in filing a police report and the provision of our records to aid any investigations.

2.3 Related Documents

- (a) [Workplace Harassment Policy]
- (b) [Equal Employment Opportunity Policy]
- (c) Workplace Grievance Policy]
- (d) [Affirmative Action Policy]
- (e) [Workplace Bullying Policy]
- (f) [Dispute Resolution Policy]

2.4 Authorisation

Signature:

Name and title:

Date of approval:

SCHEDULE A6

WORKPLACE HARASSMENT

Harassment Prevention Policy

[Insert the name of your Charity] (the “Charity”) **[Note: Charity to include full legal name.]** will defend the right of every **[employee, volunteer and intern]** **[Note: Charity to amend the category of individual (e.g. employee, volunteer or intern) subject to this Policy as per the Charity’s requirements.]** to perform their work without being subjected to harassment. Every employee, volunteer and intern is responsible for providing an environment that is supportive of this aim. Everyone must treat everyone else with respect and must aim to act as a beacon for good behaviour in the workplace.

It is the obligation and responsibility of every employee, volunteer and intern to ensure that the workplace is free from harassment. Everyone working at the Charity is responsible for the care and protection of our people and for reporting information about suspected harassment.

The Charity will not tolerate any harassment and will take immediate action upon becoming aware of such cases.

1.1 Purpose

The purpose of this document is to outline the Charity’s position on harassment and to document the process which is to be followed should any grievances arise.

1.2 Definitions and Illustrations

“**Harassment**” occurs when one individual demonstrates behaviour that causes or is likely to cause harassment, alarm or distress to another individual at our workplace and/or (see below for examples) at another workplace or event connected with our workplace activities. Harassment may occur with or without intent to cause harassment, alarm or distress.

Harassment may be directed at or carried out by anyone including managers, co-workers or other people such as **[beneficiaries, vendors, contractors, volunteers and interns]** **[Note: Charity to include and/or remove based on the categories of individuals that employees at the Charity commonly interact with.]**.

As an illustration, harassment may take different forms, including but not limited to threats, abusive or insulting language, comments or other non-verbal gestures, cyber-bullying, stalking or sexual harassment. Unwanted physical contact, bullying, intimidation or offensive jokes are also examples of harassment.

Harassment can take place through any means of communications, from emails to social media as well as in face-to-face and other encounters. Harassment may also occur outside of our workspace, such as on **[conferences, overseas trips or other work-related occasions]** **[Note: Charity to include any other examples where colleagues are regularly expected to interact outside the workplace, such as client/service locations, mission trips etc.]**.

“Sexual harassment” means [any unwelcome sexual advances or verbal or physical conduct of a sexual nature that causes or is likely to cause harassment, alarm or distress to another person] [**Note: Singapore law does not prescribe a definition of sexual harassment but instead sees it as an example of workplace harassment generally.**]. For clarity, sexual harassment may be experienced by both men and women. As an illustration, examples of sexual harassment include, but are not limited to:

- (a) staring or leering;
- (b) unnecessary familiarity, such as deliberately brushing up against an individual or unwelcome touching of an individual;
- (c) suggestive comments or jokes;
- (d) insults or taunts of a sexual nature;
- (e) intrusive questions or statements about an individual’s private life;
- (f) displaying posters, magazines or screen savers of a sexual nature;
- (g) sending sexually suggestive or explicit emails, text messages or other media;
- (h) inappropriate advances on social networking sites;
- (i) accessing or sharing sexually explicit internet sites;
- (j) requests for sex or repeated unwanted requests to go out on dates;
- (k) the taking and/or sharing of nude or intimate media of an individual; and
- (l) behaviour that may also be considered to be an offence under criminal law, such as intentionally or generally causing harassment, alarm, or distress, fear or provocation of violence, assault, indecent exposure, outrage of modesty, sexual assault, stalking or obscene communications.

Behaviour that is based on mutual attraction, friendship and respect is not sexual harassment.

1.3 **Policy**

The Charity seeks to provide a harassment-free work environment that promotes the confidence of all our people to perform without the fear of harassment. We believe that every individual should be treated with dignity and respect.

We will not tolerate any harassment and will take immediate action upon becoming aware of such cases. Responsibility lies with every individual to ensure that harassment does not occur. Please see the “Definitions and Illustrations” section of this document for examples of conduct that might constitute harassment.

Singapore law criminalises behaviour that causes or is likely to cause harassment, alarm or distress to another person.

This Policy applies to conduct that takes place in **any** work-related context, including [conferences, work functions, social events and overseas trips] **[Note: For clarity, please include any other common examples where colleagues are regularly interact outside the workplace].**

No employee, volunteer or intern at any level should subject any other employee[, volunteer, intern, vendor, contractor, beneficiary or visitor] **[Note: Charity to include and/or remove the classes of individuals based on who employees at the Charity commonly come into contact with.]** to any form of harassment.

A breach of this Policy will result in corrective or disciplinary action, which may include termination from service.

The Charity strongly encourages any individual who feels they have encountered, or are being subject to, harassment, to take immediate action.

Only if an employee, intern or volunteer feels comfortable in doing so, they can raise the issue with the individual directly with a view to resolving the issue by discussion. The employee, intern or volunteer should identify the harassing behaviour, explain that the behaviour is unwelcome and ask that the behaviour stops.

However, in instances of sexual harassment, given its seriousness, we recommend that this discussion happens in consultation with the [relevant manager or human resource personnel] **[Note: Charity to amend the party responsible for such consultations as necessary.]**

Individuals are encouraged to report all incidents of workplace harassment. They may do so in accordance with the relevant procedure as described in the section entitled "Procedures" below. Once a report is made the Charity will determine how the report should be dealt with in accordance with this Policy.

Any reports of harassment will be treated seriously and promptly with sensitivity. Such reports will be treated as completely confidential but the alleged harasser will need to be notified of the nature of the complaint. If possible, this notification will be done in a manner preserving the confidentiality of the identity of the complainant. The Charity will protect all those involved in the process from victimisation and complainants will not be subject to any retaliation on the part of the Management or any other employees, volunteers or interns.

The [Management/Human Resources Department] **[Note: Charity to amend the person/body that will investigate any complains, as applicable.]** will investigate, and deal with all concerns, complaints and incidents of harassment in a fair and timely manner.

Complainants have the right to determine how to have a complaint treated, to have support or representation throughout the process (for example, by having a friend (who might or might not be connected with the Charity) present at any investigation), and the option to discontinue a complaint at any stage of the process.

The alleged harasser also has the right to have support or representation during any investigation, as well as the right to respond fully to any formal allegations made. There will be no presumptions of guilt and no determination made until a full investigation has been completed.

No employee, intern or volunteer will be treated unfairly or subject to retaliation as a result of reporting or rejecting undesirable behaviour covered by this Policy. Disciplinary action may be taken against anyone who victimises or retaliates against an individual who has complained of any form of harassment. The same position applies to anyone who victimises or retaliates against any employee, intern or volunteer who has been alleged to be a harasser.

All employees, interns and volunteers have the right to seek the assistance of the Tripartite Alliance for Fair and Progressive Employment Practices for advice on further appropriate actions.

Any member of the Management or any relevant manager (“**Supervisor**”) who fails to take appropriate corrective action when aware of harassment of an individual will be subject to disciplinary action.

1.4 Authorisation

[Signature of Approver]

[Date of approval]

[Insert the name of your Charity]

2. Harassment Prevention Procedures

2.1 Responsibilities

[Note: The responsibilities listed are an indicative list of responsibilities. The Charity should review and confirm that the responsibilities reflect the role of the positions (e.g. Management, Human Resources and Supervisors) below.]

It is the responsibility of the Management, which includes all Supervisors as well as more senior staff of the Charity, to ensure that:

- (a) they understand and are committed to the rights and entitlements of all employees, interns and volunteers to attend work and perform duties, without fear of being harassed in any form;
- (b) they provide the resources necessary to establish an environment that is free from all forms of harassment;
- (c) they understand what constitutes an act of harassment;
- (d) all reasonable steps are made to eliminate harassment;
- (e) all employees, interns and volunteers are regularly made aware of their obligations in relation to providing a workplace free from harassment;

- (f) they provide an environment which discourages harassment, retaliation and victimisation and set an example by their own behaviour;
- (g) they treat all complaints seriously and confidentially; and
- (h) they take immediate and appropriate corrective action if they become aware of any behaviour in breach of our policies, including consequences for not addressing harassment or retaliating against an individual complaining of harassment.

It is the responsibility of the [Human Resources Department] **[Note: If the Charity does not have a Human Resources Department, please insert the title of the relevant person.]** to ensure that:

- (a) policies and procedures are regularly reviewed and (if necessary) amended;
- (b) policies and procedures are complied with;
- (c) regular guidance and education is provided to employees, interns and volunteers regarding sexual harassment and inappropriate behaviour in the workplace;
- (d) Supervisors and the Management are aware of their obligations and responsibilities in relation to harassment, and the rights and entitlements of our employees, interns and volunteers;
- (e) thorough records of all investigative processes and procedures followed in relation to a complaint regarding harassment are maintained in order to enhance accountability; and
- (f) ongoing support and guidance is provided to all employees, interns and volunteers in relation to the prevention of harassment.

It is the responsibility of any Supervisor to ensure that:

- (a) they understand and are committed to the rights and entitlements of all the individuals that they supervise to attend work and perform duties, without fear of being harassed in any form;
- (b) they understand what constitutes an act of harassment, the risk factors resulting in harassment, and its potential signs;
- (c) all reasonable steps are made to eliminate harassment of the individuals they supervise;
- (d) they provide an environment which discourages harassment, retaliation and victimisation and set an example by their own behaviour;
- (e) they treat and investigate all complaints fairly, seriously and confidentially, in an independent and impartial manner; and
- (f) they take immediate and appropriate corrective action if they become aware of any behaviour in breach of our policies.

2.2 Procedures

(a) Complaint Process

Harassment can occur at any level of seniority and may involve a [co-worker, intern, volunteer, supervisor, manager, service provider, vendor, contractor or beneficiary] [**Note: Charity to include and/or remove based on the categories of individuals that employees at the Charity commonly interact with.**].

Employees, interns or volunteers who believe they are the subject of harassment should take positive and prompt action.

Where possible, the employee, intern or volunteer should first consider making the perceived harasser(s) aware that they find their behaviour to have caused harassment, alarm or distress and that such behaviour is unwanted and unacceptable.

If the behaviour continues, or if the employee, intern or volunteer feels unable to speak to the person(s) directly, they should contact, as appropriate, the following individuals:

- (i) [their Supervisor; or
- (ii) if the Supervisor is the subject of, or involved in, their complaint, or otherwise has a conflict of interest and is deemed not able to impartially and independently assess the complaint from a neutral perspective, a more senior member of Management or the Human Resources Department.] [**Note: Charities may amend the harassment reporting line as per their chain of command/organisational structure.**]

[**Note: If possible, the Charity should consider providing an anonymous whistle-blowing mechanism so that employees who do not wish to be identified can report acts of harassment. Details of this mechanism may be included here.**]

The individual contacted will provide support and ascertain the nature of the complaint promptly and will explain the employee's, intern's or volunteer's rights and responsibilities under our policy, procedures and applicable legislation.

(b) Formal Complaints Procedure

If requested by the complainant, we may carry out a formal investigation in relation to a complaint of harassment.

The formal procedure will be co-ordinated by the individual contacted above, who will be guided by [the Human Resources Manager] [**Note: Charity should amend as per the chain of command/organisational structure.**].

Formal investigations may be conducted by an employee (i) at least as senior as the involved parties, (ii) not directly involved, and (iii) has no conflict of

interest in the complaint, or by an external investigator. The investigator, whether internal or external, should establish a transparent timeline for investigation and communicate this to all individuals involved. **[Note: It is essential that the formal investigations are carried out by senior, impartial parties.]**

An investigation firstly involves collecting information about the complaint, which will include interviews with affected individuals and witnesses, or collecting any other documented evidence such as emails and text messages. The investigator must comprehensively and accurately document all information obtained. A summary of the interviews must be recorded, and should include details of the individuals involved, timing, location, and nature of conduct complained against. Such information will then be used in making a finding (on the balance of probabilities) as to whether or not the alleged behaviour occurred.

Once a finding is made, the investigator will make recommendations about resolving the complaint or implementing disciplinary action (including termination of service).

If the investigator considers it appropriate for the safe and efficient conduct of an investigation into the alleged misconduct, workplace participants may be provided with alternative duties during an investigation in which case they will be paid their normal pay during any such period. We may provide support for the complainant with additional leave or flexibility to work from home during the investigation.

If we think it is reasonably necessary and if the accused harasser is an employee, intern or volunteer with us, we may suspend the accused harasser from work during the period of the investigation, for up to a week. If the accused harasser is our employee or a paid intern with us, we shall pay them **[50% of their normal salary]** OR **[their normal salary]** during this period. **[Note: The employee can be paid between 50%-100% of their salary while being suspended for the investigation. Please amend as necessary, but do note that if the investigation does not disclose any misconduct, the Charity must restore the withheld amount to the employee.]** **[To the extent that the investigation does not conclude there has been any misconduct the Charity shall restore the withheld amount to the employee within 30 days of the determination.]* ***[Note: This sentence can be deleted if the accused harasser is paid their normal salary.]**

Throughout the investigation process, all individuals involved in the investigation will be regularly kept informed about the investigation.

On the basis of the findings, possible outcomes of the investigation may include, but will not be limited to, any combination of the following:

- (i) counselling;

- (ii) disciplinary action against the harasser (including but not limited to: demotion, redeployment, transfer, suspension, probation or dismissal);
- (iii) official warnings that are noted in the harasser's personnel file;
- (iv) disciplinary action against the person who complained if there is strong evidence that the complaint was vexatious or malicious;
- (v) formal apologies and undertaking that the behaviour will cease;
- (vi) conciliation/mediation conducted by an impartial third party where the parties to the complaint agree to a mutually acceptable resolution;
- (vii) reimbursing any costs associated with the harassment; and
- (viii) re-crediting any leave taken as a result of the harassment or providing other interim options such as additional leave or flexibility to work from home.

On completion of the investigation, all individuals will be informed about the investigation findings and the outcome of the investigation – as appropriate and in line with confidentiality obligations set out below.

If the harasser is not dismissed from service, their Supervisor shall monitor the harasser after the incident to ensure that he/she does not repeat the act or acts that are the subject of the complaint that has been investigated. Following any investigation concerning a harassment complaint (irrespective of the findings), the [Management] **[Note: Charity should amend as per the chain of command/organisational structure.]** will:

- (i) consult with the individuals involved to monitor the situation and their wellbeing;
- (ii) educate and remind all employees, interns and volunteers of their obligations and responsibilities in relation to providing a workplace free from harassment; and
- (iii) if they consider necessary, suggest updates to this Policy.

Confidentiality: Records are to be kept and filed in a confidential and secure place by the [Human Resources Department] or, if kept in the Charity's IT system, are to be protected by a secure password and encryption**[Note: Charity shall amend as per the chain of command/organisational structure.]**, and the documents will be maintained, unopened, in a confidential filing system or, as the case requires, in the Charity's IT system. These records should be kept for a period of [six] years **[Note: This is because the victim of harassment may seek to conduct a civil claim against the harasser in the courts. The victim may bring a civil claim against the harasser up to six years later in line with statutory limitation periods.]**.

If there has been any substantiated victimisation, disciplinary procedures will be followed.

2.3 **Procedures for Dealing with Criminal Conduct**

Some forms of harassment may constitute criminal conduct. Such complaints should be dealt with by the relevant authorities (such as the police). Where necessary, we may assist the employee, intern or volunteer in filing a police report and the provision of our records to aid any investigations conducted by the police.

2.4 **Related Documents**

(a) **Anti-discrimination policy**

2.5 **Authorisation**

[Signature of Approver]

[Name of Approver]

[Date]

SCHEDULE A7

TEMPLATE INTERN / VOLUNTEER AGREEMENT

[Note, this template is designed for (1) short-term (paid and unpaid) internships that are arranged between an individual and the Charity – that is, internships that are not arranged for the individual by an institution of higher learning or similar body as part of the individual’s educational qualification and (2) unpaid volunteer opportunities of less than one year. Several sections may be added and deleted as appropriate.]

[Please note that unpaid internships/volunteer agreements will not be contracts of service and binding and enforceable at law if there is insufficient consideration (e.g. perks, remuneration) being provided by the Charity for the services of the volunteer or intern. If there is no contract of service, the interns and volunteers will not be entitled to the protections afforded to employees under the Employment Act and the Charity will have no obligations in that regard. If the Charity wishes to make clear that the provisions are not meant to be binding, then it is advisable to include in the preamble words to that effect, e.g. “This Agreement is not intended to be legally binding and creates only moral obligations. It may be cancelled at any time at the discretion of either Party, and is not intended to create any employment relationship between the Parties”. Clauses 4 (except 4.5), 6, 8, 9A, 13 – 18 should then be removed.]

[ON LETTERHEAD OF THE CHARITY]

[Insert addressee]

[Insert address]

[Insert date]

Dear **[Name of addressee]**,

Terms and conditions of **[internship/volunteer opportunity]** **[Delete as appropriate]**

Further to our various meetings and discussions I have the pleasure of offering you this **[internship/volunteering opportunity]** **[Delete as appropriate]** as a **[Insert job title]** with **[Insert the name of your Charity]**, a **[not-for-profit charity]** **[Please update language in square brackets as required to reflect the legal status of the employing entity]** in Singapore, on the following terms and conditions:

1. START OF YOUR [INTERNSHIP/VOLUNTEER OPPORTUNITY] [DELETE AS APPROPRIATE]

1.1 The Parties to this Agreement are yourself, **[Insert name of Addressee]** (the **“Volunteer”/“Intern”** **[Delete as appropriate]**), and **[Insert name of the Charity]** (the **“Charity”**) (each a **“Party”**, and collectively, the **“Parties”**).

1.2 Your **[volunteering opportunity / internship]** **[Delete as appropriate]** with us is intended to be temporary and commences on **[Insert date]** (the **“Commencement Date”**) and shall continue until **[Insert date]** or as otherwise terminated in accordance with the

terms of this agreement (this agreement, the “**Agreement**” and the date of termination, the “**Termination Date**”).

[Note: Given the short duration of an internship/volunteering opportunity, it may be inappropriate to have a probation period.]

- 1.3 This [internship/volunteer opportunity] **[Delete as appropriate]** offer is subject to you obtaining and maintaining in force the requisite citizenship, residence visa, work permit or employment pass (as applicable) to allow you to reside and work in Singapore.
- 1.4 This [internship/volunteer opportunity] **[Delete as appropriate]** is subject to your maintaining any qualification, licence or clearance necessary to perform your duties and responsibilities and complying with all rules, regulations and guidelines laid down by any relevant authority and/or regulatory body.
- 1.5 [You warrant that by entering into this Agreement with the Charity, you will not be in breach of any prior agreement, contract or arrangement with any other person which prevents you from lawfully fulfilling your obligations to the Charity, including but not limited to any restrictive covenant or confidentiality obligation arising out of employment with any former employer.] **[Note: This may be less appropriate in an unpaid volunteer agreement as in a (paid) internship agreement, please delete as appropriate.]**

2. [VOLUNTEER/INTERNSHIP] TITLE AND DUTIES [DELETE AS APPROPRIATE]

- 2.1 You shall [intern/volunteer] **[Delete as appropriate]** as **[Insert job title]** and report to **[Insert manager's name]** or such other person who holds the office of **[Insert manager's job title]** (the “**Manager**”).
- 2.2 During your [internship/volunteer opportunity] **[Delete as appropriate]** with the Charity, you must perform your duties and responsibilities in accordance with your [internship/volunteer] **[Delete as appropriate]** description set out in Schedule 1 **[Please remember to insert a Schedule 1 with details behind this Agreement]** and:
 - (a) Use your best endeavours to promote and protect the interests of the Charity and its related corporations.
 - (b) Faithfully and diligently perform all duties assigned to you by the Charity from time to time in good faith.
 - (c) Comply with such policies and guidelines of the Charity, as established and amended from time to time, which may be applied to the Charity’s interns and volunteers.
 - (d) Comply with all rules, regulations and guidelines laid down by any relevant authority and/or regulatory body.
 - (e) Comply with the Charity’s anti-bribery and anti-corruption policy and related procedures at all times.

- (f) Not at any time allow yourself to be placed in a position where your personal interests might conflict with your duties and obligations in this Agreement, whether directly or indirectly.
- (g) Not be directly or indirectly engaged, interested in or undertake in whatever capacity and whether for reward or gratuitously, any employment, trade, business, office or work whatsoever otherwise than in respect of your duties to the Charity, or retain any fee, which could affect your work, except with the written consent of the Charity.
- (h) Devote yourself exclusively to the business of the Charity and personally attend thereto at all times during the daily hours notified to you from time to time by the Manager.
- (i) Be competent and of sufficient capacity.
- (j) Comply with your duty of care towards the Charity.
- (k) Comply with your duty of good faith and fidelity towards the Charity.

3. PLACE OF WORK

- 3.1 Your [internship/volunteer opportunity] ***Delete as appropriate*** will ordinarily take place at the Charity's office in Singapore, presently located at ***Insert office address*** or such other place within Singapore as we may reasonably determine.
- 3.2 You may, from time to time and in the performance of your duties, be required to travel to places whether in or outside Singapore by such means and on such occasions as the Charity may from time to time require.

4. [REMUNERATION AND BENEFITS

In consideration of the services provided and your agreement to being bound by any covenants contained herein, the Charity will provide you with remuneration in the sum of ***Insert amount*** per year which shall accrue from day to day and be payable, less any applicable taxes, in ***12 equal monthly instalments (and pro-rated for any part month of employment)*** in arrears on or about the ***Insert date*** of each month directly into your bank account (your "Remuneration"). If you would be entitled under the law to any overtime pay, you may work over-time hours only with the express consent of your Manager. ***Note: The Ministry of Manpower guidance requires payment of salary to be made within seven days after the end of salary period. Overtime pay, if applicable, must be paid within 14 days of the stipulated salary period.***

- 4.1 Where required, the Charity shall make contributions to the Central Provident Fund Board (the "CPF Board") in Singapore in accordance with the Central Provident Fund Act 1953 at the prevailing statutory rates. Where required, you shall also be required to make employee contributions to the CPF Board at the prevailing statutory rates, which the Charity shall make on your behalf and such amounts shall be deducted from any remuneration payable to you under the terms of this Agreement (including but not limited to this Clause [4]).

- 4.2 All amounts payable by the Charity to you shall be subject to any deductions and/or withholdings which the Charity may be entitled to make by law or the Charity is required by law to make. To the fullest extent permitted by law, you authorise the Charity to deduct from your Remuneration or any other sums due from the Charity to you at any time, any sum(s) which you may owe the Charity during or on the termination of your employment, including without limitation any overpayments or sums due in respect of loans made to you by the Charity.
- 4.3 You shall be responsible to file any applicable tax returns and pay all taxes which may be due on the sums paid and/or other benefits provided to you by the Charity. Without prejudice to Clause [4.4], any payment from the Charity to you shall be subject to any and all withholding and other taxes levied and the Charity shall in such case be entitled to deduct or retain the amount of such tax from the sum payable to you.
- 4.4 The Charity shall reimburse you for such expenses as are from time to time properly, reasonably and necessarily incurred in the course of your [volunteer opportunity / internship] **[Delete as appropriate]** that are approved by your Manager and are supported by receipts, vouchers or other evidence of payment, in accordance with the Charity policy. **[Delete Clause 4.1 – 4.4 if this is a volunteer opportunity or if the internship is unpaid. Delete Clause 4.5 if the Charity does not intend to reimburse the volunteer or intern.]**

5. HOURS OF WORK

[You will [be expected to] **[To include preceding words if this is a volunteer agreement.]** [work/volunteer] **[Delete as appropriate.]** an average of [44] hours a week, and normal hours of work are between [9:00 a.m.] and [6:00 p.m.], [Mondays] to [Fridays] inclusive, with a lunch break of one hour.] You may be [required/requested] to work such additional hours as are necessary for the proper performance of your duties. *[If there are any provisions for paid overtime or time off in lieu specific to your role, these will be notified to you by your Manager. You will not be entitled to extra pay for working additional hours unless the additional hours have been previously agreed by your Manager or are required by law.] **[To delete if this is a volunteer opportunity or the internship is unpaid.]**

6. [ANNUAL LEAVE/HOLIDAYS

- 6.1 You are entitled to [seven] days' paid annual leave for each complete year of service, such leave accruing on a pro rata basis throughout such year[, with such number of days increasing by one for each additional year that you remain with the Charity, subject to a maximum of 14 days' paid annual leave] **[Employees covered by the Employee Act are entitled to a minimum of seven days of annual paid leave for the first 12 months of continuous service with the same employer, and an additional one day of annual paid leave for each subsequent 12 months of continuous service with the same employer, subject to a maximum of 14 days. See Section 1.4(e)(ii) above for more details].** The Charity's annual leave year runs between [Insert date] and [Insert date]. If your service starts or finishes part way through the annual leave year, your annual leave entitlement during that year shall be calculated on a pro-rata basis.

The Charity shall abide by the paid annual leave, rest days and statutory holidays in accordance with the Singapore Government Gazetted Public Holidays.

Annual leave dates must be agreed by your [Manager] in writing in advance. We may require you to take annual leave on specific days which will be notified to you.

We will not pay you in lieu of untaken annual leave except on termination of your internship, unless required to do so by law.

If you have taken more annual leave than your accrued entitlement at the date your internship terminates, we shall be entitled to deduct the excess annual leave pay from any payments due to you [calculated at one day's rate of your [full-time equivalent] salary] for each excess day to the extent permitted by law. **[Note: This Clause 6 should be deleted if the internship is unpaid; or is paid but is less than three months; or if this is a volunteer opportunity.]**

7. SICKNESS AND CAPACITY

7.1 If you are absent from your [internship/volunteer opportunity] **[Delete as appropriate]** due to sickness or incapacity you [must] **[May replace with "we request that you" in the case of an unpaid internship or volunteer opportunity]** notify your Manager of the reason for your absence as soon as possible but no later than **[Insert time]** on the end of the first day of absence.

7.2 [For any period of incapacity a doctor's certificate stating the reason for absence must be obtained and supplied to **[Insert position]**. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.] **[Consider deleting if this is an unpaid internship or a volunteer opportunity.]**

7.3 [If you are absent from work by reason of incapacity and you satisfy the relevant requirements, you will be entitled to sick pay. Each claim for sick leave is subject to your compliance with the Charity's sickness policies and procedures in place from time to time and you must provide a medical certificate from a Singapore registered doctor or dentist, as applicable.] **[Applicable only if the internship is paid and for at least three months.]**

8. TERMINATION AND NOTICE PERIOD

8.1 Either Party can terminate your [internship/volunteer opportunity] **[Delete as appropriate] [without notice (may be appropriate for a volunteer opportunity / unpaid internship) / by giving not less than [one day's / one week's] notice (for a paid internship) See the explanatory note below and delete as appropriate].** **[OR Either party can terminate your [internship/volunteer opportunity] [Delete as appropriate] in accordance with the applicable law.]**

[Under Singapore law, notice to terminate the service of an employee will not be less than:

- **one day's notice if they have been so employed for less than 26 weeks;**
or

- **one week's notice if they have been so employed for 26 weeks or more but less than two years.**

If you want to follow the minimum requirement set out in Singapore law, you can just include "Either party can terminate your employment in accordance with the applicable law".

However, note that the employer and employee may contractually agree to a longer notice period.]

- 8.2 [The Charity may at its discretion terminate your internship without notice and make a payment of basic salary in lieu of notice to you.] **[Note: Only applicable to paid internships.]**
- 8.3 The Charity may by notice in writing terminate this Agreement and dismiss you summarily without any prior notice [or payment in lieu] **[Note: Only applicable for paid internships.]** upon the occurrence of any of the following events:
- (a) you violate any of the prevailing policies of the Charity or any of the policies stipulated in the Charity's Code of Conduct and/or Volunteer / Intern Handbook, if any;
 - (b) you refuse to carry out reasonable orders of the Charity or duties assigned to you;
 - (c) you disclose confidential information in respect of or belonging to the Charity or its related corporate bodies other than in the normal course of the Charity's business or as permitted under this Agreement;
 - (d) you commit any serious or persistent breach of any of the terms and conditions of your [internship/volunteer opportunity] **[Delete as appropriate]**;
 - (e) you are guilty of grave misconduct or wilful neglect in the discharge of your duties, including absenteeism or tardiness;
 - (f) you are convicted for any criminal offence (other than minor traffic offences) whether in Singapore or elsewhere;
 - (g) you are guilty of fraud or dishonesty, including without limitation the giving of false information or falsifying Charity records, including job applications, medical forms, and/or other documents;
 - (h) you steal, remove, or attempt to steal or remove Charity property without permission;
 - (i) you commit physical assault on any of your colleagues, sexually harass any of your colleagues, or you use obscene, threatening, discriminatory language towards your colleagues; or
 - (j) **[if you become permanently incapacitated due to any reason and are prevented from properly and efficiently performing your duties hereunder for three**

consecutive calendar months in any period of 12 consecutive months.]
[Applicable only to longer internships / volunteer opportunities]

8.4 Upon the termination of your [internship/volunteer opportunity] [Delete as appropriate], you shall:

- (a) not represent yourself as being in any way connected or interested in the business of the Charity; and
- (b) immediately return all property whatsoever belonging to or provided by the Charity or any of its related corporate bodies in your possession and/or control, including without limitation credit cards, security pass, laptops, records, files, data, documents and disks (and other means of storing or recording information) and you shall not retain or take any copies thereof without the prior written consent of the Charity.

9. CONFIDENTIALITY

You acknowledge that during the course of your [internship/volunteer opportunity] [Delete as appropriate], you may acquire information of a confidential nature relating to the business of the Charity, including, without limitation: trade secrets or confidential information relating to or belonging to the Charity or any of its affiliates including but not limited to any such information relating to donors, donor lists, beneficiaries, beneficiary lists or requirements, information about any beneficiaries, price lists or price list structures, marketing and sales information, business plans or dealings, employees or officers, financial information and plans, designs, formula, product lines, prototypes, services, research activities, source codes and computer systems, software, any document marked “confidential” (or with a similar expression), or any information which has been related to you in confidence or which might reasonably be expected by you to be regarded by the Charity as confidential, or any information which has been given to the Charity or any of its related corporate bodies in confidence by its beneficiaries, suppliers or other persons (hereinafter collectively referred to as “**Confidential Information**”), which is the exclusive property of the Charity and which, if disclosed, could cause irreparable harm to the Charity. Accordingly, you agree and undertake that during the term of this Agreement, and following the termination of the Agreement for any reason, you shall:

- (a) treat confidentially and protect against misuse, and unauthorised disclosure or publication of all Confidential Information; and
- (b) shall not use or disclose or communicate the Confidential Information to any third party, or use for your benefit or the benefit of any third party, except for the purpose of carrying out your responsibilities under this Agreement or to the extent required by law.

9A [INTELLECTUAL PROPERTY

All and any intellectual property rights, including without limitation, any patent or design rights made, conceived, expressed, developed, produced or created by you (whether alone or jointly with others) in the course of or in connection with your internship shall

belong to the Charity. Such intellectual property rights shall include without limitation, rights of any nature in or comprising of inventions (ideas, potential marketing and sales relationships, inventions, research, plans for products or services, marketing plans, computer software including, without limitation, source code and object code, computer programs, characters, know-how, trade secrets, information, data, improvements, technology, designs, whether or not subject to patent or copyright protection) (collectively, “**Intellectual Property**”).

To the extent that any such inventions may not be considered work made for hire by you for the Charity, you agree to unconditionally and irrevocably assign and, upon its creation, automatically assign, to the Charity, the ownership of such Intellectual Property, without the necessity for any further consideration and you agree to take any action and execution any documents as may be necessary to effect such assignment.]

10. PRIVACY CONSENT AND MONITORING

10.1 You consent to the Charity collecting, storing, processing and disclosing personal information about you to other persons both within and outside Singapore and these persons may collect, store, use and disclose the personal information for reasons relating to your employment, to the extent permitted under the applicable laws, and in accordance with our privacy policy. These other persons include the Charity’s headquarters or other offices of the Charity, the national tax office, the Charity’s pension trustees and administrators, the Charity’s benefits providers, the Charity’s contractors, financial and legal advisers, and any other party to whom the Charity is required to disclose your personal data by law. **[For compliance with Singapore privacy laws, you should ensure that you provide the privacy policy in Schedule A3 to the intern/volunteer. Note that the definition of employee under the PDPA is wider than under the Employment Act and includes volunteers and interns as well as full-time employees]**

10.2 You consent to the Charity monitoring and recording any use that you make of the Charity’s electronic communications systems provided to you by the Charity for the purpose of ensuring that the Charity’s rules are being complied with and for legitimate business purposes. You shall comply with any electronic communication systems policies that the Charity may issue from time to time. **[Note: An organisation may collect personal data about an individual without their consent, or from a source other than the individual, if the personal data is collected by the individual’s employer and the collection is reasonable for the purpose of managing or terminating an employment relationship between the organisation and the individual. However, the question of whether this exception covers monitoring employees’ own communication equipment has not been tested in the courts, and, in any case, the individual must still be notified of such collection. It is prudent for employees to be told that their communication equipment may be monitored. Please review the privacy policy in Schedule A3 and Section 5 of the handbook.]**

11. POLICIES AND PROCEDURES

11.1 You are required to comply with the rules, procedures, policies and handbook (if any) relating to [interns/volunteers] **Delete as appropriate** of the Charity for the time being in force. This includes complying with the Charity's rules, procedures/standard operating procedures about the collection, use or disclosure of personal data. The Charity shall be entitled, in its sole and absolute discretion, to modify from time to time, the rules, procedures, policies and handbook relating to [interns/volunteers] **Delete as appropriate** and to the extent permitted under the applicable laws, such modification shall bind you automatically on, and with effect from, the date on which the Charity makes such modification. Failure to comply with such rules, procedures, policies and handbook (if any) will lead to disciplinary consequences, up to and including termination.

11.2 In the event of a conflict between the terms of the rules, procedures, policies and handbook, and the terms of this Agreement, the terms of this Agreement shall prevail.

12. NOTICES

12.1 Any notice required to be served hereunder may be served by hand. Any notice required to be served hereunder may also be served by post to your address stated above or your last known place of abode and any such notice by post shall be deemed to have been served at the time at which the letter would be delivered in the ordinary course of post. **Any notice required to be served hereunder may also be served by email to your email address as notified to the Charity from time to time and any such notice by email shall be deemed to have been served at the time of transmission** ***The Charity should insert the last sentence if it intends for notice to be effective via email***.

12.2 Notwithstanding Clause [12.1] above, if deemed receipt occurs before 9 a.m. on a business day the notice shall be deemed to have been received at 9 a.m. on that day and if deemed receipt occurs after 5 p.m. on a business day, or on a day which is not a business day, the notice shall be deemed to have been received at 9 a.m. on the next business day. For the purpose of this Clause [12], "**business day**" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent.

13. THIRD PARTY RIGHTS

A person who is not a party to this contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

14. VARIATION

14.1 Subject to Clause [14.2] below, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.2 You acknowledge and agree that the Charity may vary any non-essential term of your employment by giving you not less than **[30]** days' prior written notice.

15. SURVIVAL OF OBLIGATIONS

Any provision or covenant of this Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination.

16. ENTIRE AGREEMENT

This Agreement supersedes all other agreements between you and the Charity and you hereby acknowledge that you are not entering into this Agreement in reliance on any representation other than those set out in this Agreement.

17. GOVERNING LAW AND JURISDICTION

This Agreement and your employment by the Charity shall be governed by the laws of Singapore, and you submit to the exclusive jurisdiction of the courts of Singapore in respect of all matters relating to this Agreement and/or your **[internship/volunteering opportunity]** **[Delete as appropriate]**.

18. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully,

.....

[Name of Sender]

For and on behalf of

[Insert name of Charity]

I hereby acknowledge receipt and accept the contents of this letter

Signed

[Insert name of Volunteer/Intern]**[Delete as appropriate]**

Date

SCHEDULE A8

TEMPLATE INDEPENDENT CONTRACTOR AGREEMENT

[Note: This template independent contractor agreement is designed for both independent contractors who provide services on a retainer, and those who provide discrete services from time to time, and there are provisions that can be added or deleted to adjust the template for the type of independent contractor.]

[ON HEADED PAPER OF THE CHARITY]

[Insert addressee]

[Insert address]

[Insert date]

Dear **[Name of addressee]**,

Terms and conditions of engagement

The Charity (defined below at Clause [1.1]) wishes to benefit from the skills and abilities of the Independent Contractor (defined below at Clause [1.1]) and the Independent Contractor agrees to provide his/her services to the Charity, as his/her client upon the terms and subject to the conditions set out in this Agreement.

1. PARTIES

1.1 The Parties to this Agreement are **[Name of Charity]**, a [not-for-profit charity] **[Please update language in square brackets as required to reflect the legal status of the Charity]** and having its registered office at **[Insert address]** (the “**Charity**”), and **[Name of addressee]**, residing at **[Addressee’s address]** (the “**Independent Contractor**”) (each, a “**Party**” or collectively the “**Parties**”).

2. TERM

2.1 Duration

The appointment of the Independent Contractor (the “**Appointment**”) shall commence on the **[Date of commencement]** (the “**Commencement Date**”) and [shall continue for a fixed period of **[Number of years]** years or shall come to an end automatically on the **[second anniversary]** of the Commencement Date (i.e. **[Date of automatic ending]**) [unless earlier terminated by one party giving to the other not less than **[Number of months]** months’ prior written notice of termination]/[until terminated by one party giving to the other not less than **[Number of months]** months’ prior written notice of termination] (the “**Termination Date**”). No fees shall accrue and be payable after the date of termination of the Appointment.

2.2 [Payment in lieu of notice

On notice of termination being served by either party the Charity shall be entitled at its sole discretion at that time, or at any time thereafter during the notice period to

terminate the Appointment immediately by giving the Independent Contractor notice in writing. In these circumstances the Charity can elect to subsequently pay to the Independent Contractor the fees (if any) which would otherwise have been payable by the Charity to the Independent Contractor during the remainder of the notice period.

For the avoidance of doubt, the Charity is not obliged to make a payment in lieu of notice. If the Charity decides not to do so, the Independent Contractor shall not be entitled to enforce that payment as a contractual debt nor as liquidated damages.] **[Note: This clause is not required if the Independent Contractor is only getting paid for work done on a discrete basis and not being engaged on a retainer agreement.]**

3. SERVICES

3.1 Description of Services

Pursuant to this Agreement, the Independent Contractor agrees to provide, and the Charity agrees to pay for, the services of the Independent Contractor (the “**Services**”), which shall include **[Insert a description of the Services]**. In consideration of the provision of these services, the Charity shall pay the Independent Contractor **[Insert terms of payment]**, to be paid in arrears.

3.2 Provision of Services

- (a) With effect from the Commencement Date, the Independent Contractor [shall]/[may] [on request by the Charity] provide the Services together with such other services as the Charity [and the Independent Contractor] shall from time to time [require /agree] **[Note: Use “require” if the words “and the Independent Contractor” are not inserted, and “agree” if the words “and the Independent Contractor” are inserted above.]** The specific terms of the Services to be provided are set out in Clause [3.1] above and the Services will be provided on the terms and conditions set out in this Agreement.
- (b) [The Independent Contractor will, if required by the Charity, provide the Services for not less than **[Insert number]** business days per calendar month. If the Charity requires the Services to be provided on specific days (for example, for attendance at meetings) it will give the Independent Contractor reasonable prior notice of those days. If the Charity requires the Services for a greater amount of time then the Charity will make such a request in writing to the Independent Contractor, although the Independent Contractor has no obligation to provide additional services.] **[Note: This clause ensures the Independent Contractor has sufficient capacity to provide the Services but if this is used the payment in lieu of notice clause (Clause 2.2) should be included.]**
- (c) There is no obligation on the Charity to require the Independent Contractor to provide any Services. The Charity may at any time and from time to time require that the Independent Contractor cease **[immediately]** to provide any or all of the Services.

- (d) [Subject to the terms of Clause [3.2(e)], the Independent Contractor will procure that the Services are performed **[exclusively]** by the Independent Contractor unless the Charity agrees that performance of the Services, or part of the Services, can be delegated to another person.] **[Note: This could make the agreement look more like an employment relationship as delegation is seen as an indication of no employment relationship. If the Charity has no issue with the Independent Contractor delegating the Services, it would be advisable for this clause to be removed.]**
- (e) The Independent Contractor may engage another person to perform any administrative, clerical or secretarial functions that are reasonably incidental to the provision of the Services provided that the Independent Contractor accepts all liability for the terms of engagement and shall indemnify the Charity from and against any claims or liability arising from that engagement.
- (f) The Independent Contractor will perform the Services in compliance with all applicable laws, rules and regulations and, in addition, the Independent Contractor will comply with all internal policies and regulations of the Charity as are identified to the Independent Contractor from time to time in writing.
- (g) In addition to the Independent Contractor's obligation to comply with the rules and policies of the Charity as adopted by the Charity from time to time, the Independent Contractor is required to observe and comply with all rules, regulations, codes of conduct and statements of principle issued and in force from time to time by the relevant governmental authorities in the Republic of Singapore, as applicable.

3.3 **[Equipment**

The Independent Contractor will be responsible for providing any equipment necessary for the provision of the Services.] **[Note: To excise this clause if the Charity will be providing equipment.]**

3.4 **[Rectification of errors**

If [in the reasonable opinion of the Charity] there are any faults in the provision of the Services caused by the negligence of the Independent Contractor, the Independent Contractor shall be required, as soon as possible, to rectify those faults at his/her own cost. The Independent Contractor shall not be entitled to receive any fee pursuant to the terms of Clause [4] for any time spent rectifying faults in the provision of the Services.]

3.5 **Hours and location of work**

The Services shall be provided for those hours and at those places necessary for the proper performance of the Services.

3.6 [Additional Services]

The Charity may require that the Appointment is extended to allow the Services to be completed or the Independent Contractor to carry out additional services to those detailed in the Appointment. [The Charity shall give one week's notice in writing to the Independent Contractor of its requirement that the Appointment be extended or that the Independent Contractor carry out additional services and shall pay to the Independent Contractor such reasonable fees to be agreed by the parties hereto.]

3.7 [Holiday period]

The Independent Contractor shall not be required to provide the Services for those periods (up to a maximum of [25] business days in any calendar year) during which the Independent Contractor is on holiday, all holidays to be taken at times agreed with the Charity.] [Note: this clause makes this Agreement sound like an employment agreement. It might be needed if the Independent Contractor is providing significant amounts of ongoing Services, however if he or she is not, it would be advisable to remove this clause.]

3.8 [Compliance with professional regulations]

The Independent Contractor agrees to comply with all of the rules and guidelines [of any industry regulating body] in force from time to time applicable to the provision of the Services.]

4. FEES

4.1 Fee rate

- (a) In consideration of the Independent Contractor providing the Services referred to in Clause [3.2] in accordance with this Agreement, the Charity agrees to pay the Independent Contractor a fee at the rate of \$[Insert Agreed payment sum for services] per day (a day consisting of at least seven hours) during which the Services are provided [inclusive/exclusive] [Delete as appropriate] of Goods and Services Tax ("GST") or other sales tax that is chargeable on the Services. It is the Independent Contractor's responsibility to determine whether GST or other sales tax is chargeable.
- (b) If the Independent Contractor provides the Services during part of a day the fee for that day will be calculated on a pro rata basis.
- (c) [If the Independent Contractor provides the Services on request (in accordance with Clause [3.2(b)]), then, the Charity will pay the Independent Contractor a minimum fee of \$[Insert Agreed payment sum for services] per calendar month even where the Charity does not require Services to be provided during that calendar month.] [Note: This is essentially a retainer. A Payment in lieu of notice clause (Clause 2.2) should be included if this is used. If the retainer will only be relevant for a defined period, this clause should be amended accordingly.]

- (d) [If the Independent Contractor is unable to perform the Services on request in accordance with Clause [3.2(b)] then the Independent Contractor is not entitled to Fees in respect of the period during which he/she is unable to perform the Services.] **[Note: This is only relevant if clause 4.1(c) is included in the contract]**

4.2 Payment

[The fee shall accrue from day to day (business days only to be included) during each month in which the Services are provided.] **[Note: Only applies if there is a monthly fee.]** The Independent Contractor shall issue an invoice at the end of every month detailing the Services supplied (and the hours worked) and the expenses incurred (in accordance with the terms of Clause [4.3]) during that month. Payment of the fee (at the rate set in accordance with Clause [4.1]) shall only be made on production of an appropriate invoice (to include GST where necessary) and the Charity will make payment to the Independent Contractor within **[ten]** business days of receipt by it of each invoice. Invoices should be marked for the attention of **[Insert contact details of person at Charity]**.

4.3 Expenses

The Charity shall reimburse to the Independent Contractor (against receipts or other appropriate evidence as the Charity may require) the amount of all out-of-pocket expenses reasonably and properly incurred by him/her in the proper discharge of the Services.

4.4 Obligation to pay tax

The Independent Contractor shall at all times pay any income tax, GST and other contributions required by law to be paid by or in respect of him/her in relation to the provision of the Services, or receipt by him/her of the fee, or both (including any interest or penalties imposed in respect of such payments).

4.5 Tax indemnity

The Independent Contractor shall indemnify and keep indemnified the Charity for all time on demand from and against any and all costs, claims, penalties, liabilities and expenses incurred in respect of income tax, GST or other contributions due by the Independent Contractor in relation to the provision of the Services.

4.6 Deductions

Without prejudice to the indemnity in Clause [4.5], if for any reason, the Charity shall become liable to pay, or shall pay, any taxes or other payments referred to in Clause [4.4], the Charity shall be entitled to deduct from any amounts payable to the Independent Contractor all amounts so paid or required to be paid by or in respect of it in that respect.

5. NO EMPLOYMENT OR AGENCY

5.1 No employment, agency or partnership

The Independent Contractor warrants and represents to the Charity that he/she is an independent contractor. Nothing contained in this Agreement shall be construed or have effect as constituting any relationship of employer and employee, employer and worker, partnership or joint venture between the Charity and the Independent Contractor, nor shall it constitute the Independent Contractor acting as an agent or a worker of the Charity. The Independent Contractor shall not have any right or power whatsoever to contract on behalf of the Charity or bind the Charity in any way in relation to third parties and will not hold himself out as having such authority unless specifically authorised to do so. The Independent Contractor is supplying the Services to the Charity as part of the Independent Contractor's business undertaking. The Charity is the Independent Contractor's client for these purposes.

6. INDEMNITY AND INSURANCE

6.1 Independent Contractor's undertaking

The Independent Contractor acknowledges that the Charity will rely upon his/her skills and judgement in relation to the Services and undertakes that in providing the Services he/she will exercise all reasonable skill, care and attention in all matters.

6.2 Indemnification of the Charity

The Independent Contractor shall indemnify and keep indemnified the Charity for all time on demand from any and all direct or indirect damages, loss, costs, claims, liabilities and expenses incurred in respect of the Independent Contractor's performance (or non-performance) of the Services including in respect of any act, neglect or default of the Independent Contractor **[or any person authorised by the Independent Contractor to act on his/her behalf]**.

6.3 **[Independent Contractor to insure**

The Independent Contractor shall maintain, at his/her own cost, a comprehensive policy of insurance to cover the Independent Contractor's liability in respect of any act, omission or default for which he/she may himself/herself become liable, or become liable to indemnify the Charity under this Agreement (including insurance to cover third party, employer's and professional liability claims). The [minimum/total] **[Delete as appropriate]** cover per claim will be \$**[1,000,000]**. The Independent Contractor shall increase the cover annually by the rate of increase in the Retail Prices Index in the preceding 12 months. The Charity's interest in the insurance shall be notified to the insurers and recorded on the policy.]

[Note: The Charity can consider removing this clause if it would be too onerous for the Independent Contractor. This would depend on the negotiations between the parties.]

7. OTHER INTERESTS

7.1 Restrictions on other activities and interests

[During the Appointment, the Independent Contractor may accept and perform engagements from or be employed by other persons but only insofar as such engagements or employment do not (in the reasonable opinion of the Charity) impinge upon his/her ability to provide the Services] ***[Note: This is potentially onerous for the Independent Contractor and the Charity should delete it if it is not necessary to the provision of the Services]***.

7.2 Conflicts

The Independent Contractor shall immediately disclose to the Charity any conflict of interest that arises in relation to the provision of the Services as a result of any present or future appointment, employment or other interest of the Independent Contractor.

8. CONFIDENTIAL INFORMATION

8.1 Restrictions on disclosure/use of Confidential Information

The Independent Contractor must not either during the Appointment (except in the proper performance of the Services) or at any time (without limit) after the Termination Date:

- (a) divulge or communicate to any person;
- (b) use for his/her own purposes or for any purposes other than those of the Charity; or
- (c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of;

any information of a confidential nature relating to the business of the Charity, including, without limitation: trade secrets or confidential information relating to or belonging to the Charity or any of its affiliates including but not limited to any such information relating to donors, donor lists, beneficiaries, beneficiary lists or requirements, information about any beneficiaries, price lists or price list structures, marketing and sales information, business plans or dealings, employees or officers, financial information and plans, designs, formula, product lines, prototypes, services, research activities, source codes and computer systems, software, any document marked "confidential" (or with a similar expression), or any information which has been related to the Independent Contractor in confidence or which might reasonably be expected by the Independent Contractor to be regarded by the Charity as confidential, or any information which has been given to the Charity or any of its affiliates in confidence by its customers, suppliers or other persons (the "**Confidential Information**"). The Independent Contractor must at all times use his/her best endeavours to prevent publication or disclosure of any Confidential Information. These restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through the default of the Independent Contractor.

8.2 **Protection of Charity documents and materials**

All notes, records, lists of customers, suppliers and employees, correspondence, computer and other discs or tapes, data listings, codes, keys and passwords, designs, drawings and other documents or material whatsoever (whether made or created by the Independent Contractor or otherwise and in whatever medium or format) relating to the business of the Charity or any of its clients (and any copies of the same):

- (a) shall be and remain the property of the Charity or client; and
- (b) shall be handed over by the Independent Contractor to the Charity or client on demand and in any event on the termination of the Appointment.

8.3 The Independent Contractor undertakes that, he or she will not at any time during the Appointment or at any time (without limit) after the Termination Date make or publish or cause to be made or published to anyone in any circumstances any disparaging remarks concerning the Charity or any of its officers, employees or agents. The Charity undertakes not to make or publish or cause to be made or published to anyone in any circumstances any disparaging remarks concerning the Independent Contractor.

9. **INTELLECTUAL PROPERTY**

9.1 **Ownership of Intellectual Property**

All and any intellectual property rights, including without limitation, any patent or design rights made, conceived, expressed, developed, produced or created by the Independent Contractor (whether alone or jointly with others) in the course of or in connection with your employment shall belong to the Charity. Such intellectual property rights shall include without limitation, rights of any nature in or comprising of inventions (ideas, potential marketing and sales relationships, inventions, research, plans for products or services, marketing plans, computer software including, without limitation, source code and object code, computer programs, characters, know-how, trade secrets, information, data, improvements, technology, designs, whether or not subject to patent or copyright protection) (collectively, "**Intellectual Property**").

9.2 **Assignment of Intellectual Property**

To the extent that any such inventions may not be considered work made for hire by you for the Charity, the Independent Contractor agrees to unconditionally and irrevocably assign and, upon its creation, automatically assign, to the Charity, the ownership of such Intellectual Property, without the necessity for any further consideration and the Independent Contractor agrees to take any action and execution any documents as may be necessary to effect such assignment.

10. **OBLIGATIONS OF THE CHARITY**

During the Appointment, the Charity shall provide the Independent Contractor with access to [its registered office] and its other offices and the Charity's information, records and other relevant material reasonably required by the Independent Contractor in order to provide the Services. Further, the Charity shall:

- (a) make available reasonable working space and facilities at [**its registered office**] to enable the Independent Contractor to provide the Services; and
- (b) [make available appropriate secretarial personnel to enable the Independent Contractor to provide the Services.]

11. TERMINATION

11.1 Termination events

Notwithstanding the provisions of Clause [2.1], the Charity shall be entitled, but not bound, to terminate the Appointment with immediate effect (and without giving any period of notice or pay in lieu of notice) by giving to the Independent Contractor notice in writing at any time after the occurrence of any one or more of the following events:

- (a) if the Independent Contractor commits any material or persistent breach of this Agreement, or fails to perform the Services to the standard required by the Charity;
- (b) if the Independent Contractor becomes insolvent or bankrupt or compounds with or grants a trust deed for the benefit of his/her creditors;
- (c) if the Independent Contractor's behaviour (whether or not in breach of this Agreement) can reasonably be regarded as materially prejudicial to the interests of the Charity, including if his/her is found guilty of any criminal offence punishable by imprisonment (whether or not such sentence is actually imposed);
- (d) if the Independent Contractor becomes of unsound mind;
- (e) if the Independent Contractor is unable properly to provide the Services by reason of ill-health, accident or other absence for a period or periods aggregating at least [120] working days in any 12-month period;
- (f) [**if the Independent Contractor is removed from membership of any industry regulating body;**]
- (g) if the Independent Contractor is found guilty of misconduct, fraud, or dishonesty by any court of law or other applicable regulatory body or tribunal or any successor bodies; or
- (h) if the Independent Contractor discloses confidential information in respect of or belonging to the Charity or its affiliates other than as permitted under this Agreement.

12. RESTRICTIONS AFTER TERMINATION

12.1 Restrictions

- (a) In the course of the Appointment the Independent Contractor will be exposed to Confidential Information and will acquire other proprietary knowledge relating to the Charity's current and planned operations. Therefore, subject to the terms

of Clause [12.1(b)], the Independent Contractor will not during the period of the Appointment and for a period of **[six]** months after the termination of the Appointment, either directly, or indirectly through any other person, firm or other organisation:

- (i) [employ or engage or otherwise] solicit, entice or induce any person who is a employee of the Charity to become employed or engaged by the Independent Contractor or any other person, firm or other organisation and the Independent Contractor will not approach any such employee for such purpose or authorise or approve the taking of such actions by any other person.
- (b) The restrictions contained in Clauses [12.1](a) will not apply if:
 - (i) the Independent Contractor has received the prior written consent of the Charity to his/her activities.

12.2 Further undertakings

The Independent Contractor hereby undertakes with the Charity that he or she will not at any time:

- (a) during the Appointment or after the Termination Date engage in any trade or business or be associated with any person engaged in any trade or business using the name(s) or incorporating the word(s) **[Insert "trading names"]**; and
- (b) after the Termination Date represent or otherwise indicate any continuing association or connection with the Charity or for the purpose of carrying on or retaining any business represent or otherwise indicate any past association with the Charity.

12.3 Severance

The restrictions in this Clause [12] (on which the Independent Contractor has had the opportunity to take independent advice, as the Independent Contractor hereby acknowledges) are separate and severable restrictions and are considered by the parties to be reasonable in all the circumstances. It is agreed that if any such restrictions, by themselves, or taken together, shall be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Charity but would be adjudged reasonable if some part of it were deleted, the relevant restriction or restrictions shall apply with such deletions as may be necessary to make it or them valid and enforceable.

13. DATA PROTECTION

13.1 Collection, use, disclosure, and transfer of personal data

The Independent Contractor consents to the Charity collecting, using, disclosing or otherwise processing personal information about it **[or its employees, if the Independent Contractor is a corporation]** and transferring it to other persons both within and outside Singapore (the "Recipients"). These Recipients may collect, store,

use and disclose the personal information for reasons relating to this Agreement, to the extent permitted under the applicable laws, and in accordance with the Charity's privacy policy. The Recipients include the Charity's headquarters or other offices of the Charity outside Singapore, the national tax office, the Charity's pension trustees and administrators, the Charity's benefits providers, the Charity's contractors, financial and legal advisers, and any other party to whom the Charity is required to disclose the Independent Contractor's **[or that of the employees of the Independent Contractor, as applicable]** personal information by law. Should the Charity wish to transfer the Independent Contractor's **[or that of the employees of the Independent Contractor, as applicable]** personal data overseas, it shall ensure that the data so transferred is protected by legally enforceable obligations, to a standard comparable with those in the Singapore Personal Data Protection Act 2012 ("PDPA").

13.2 Purposes for which personal data is collected, used, or disclosed

The purposes for which the Independent Contractor's **[or the employees of the Independent Contractor, as applicable]** personal data will be collected, used, or disclosed include: **[Insert purposes for which the personal data will be collected, used, or disclosed. This can include for the maintenance of a business relationship with the Independent Contractor, for the efficient performance of the Charity's services to its clients, etc.] [For compliance with Singapore privacy laws, you should ensure that you inform the Independent Contractor here of all purposes to which the Independent Contractor's personal data will be collected, used, or disclosed.]**

13.3 Obtaining consent for new purposes, and ceasing to retain personal data

Unless consent is not required by applicable law, the Charity will, on or before collecting, using, or disclosing the personal data of the Independent Contractor [or its employees, as applicable], obtain consent from the Independent Contractor for the purposes for which the personal data is to be collected, used, or disclosed. The Charity will, additionally, cease to retain the Independent Contractor's personal data if the purpose for which the personal data was collected ceases to exist, and there remain no other legal or business purposes for the collection, use, or disclosure of the personal data.

13.4 Accuracy, access, correction, and protection of personal data

Upon request by the Independent Contractor, the Charity shall provide the Independent Contractor **[or its employees, as applicable]** with his or her personal data in the Charity's possession or control and information about the ways in which the personal data may have been used or disclosed during the past year. The Charity shall also, upon request by the Independent Contractor, correct any error or omission in the Independent Contractor's personal data that is in the possession or under the control of the Charity. Further, the Charity will make reasonable efforts to maintain the accuracy of the personal data relating to the Independent Contractor [or its employees, as applicable] in its possession or control, and will make reasonable security arrangements to protect that personal data.

13.5 **Contact details of data protection officer**

The Charity has appointed a Data Protection Officer who shall be responsible for ensuring that the Charity complies with its obligations under the PDPA. Among other things, the Data Protection Officer provides advice and conducts audits from time to time on the Charity's compliance with applicable data protection law. If the Independent Contractor has any questions, feedback, or complaints, his/her may direct them to the Charity's Data Protection Officer at **[Insert contact details]**.

14. **NO OUTSTANDING CLAIMS**

The Independent Contractor hereby acknowledges that he/she has no outstanding claims of any kind against the Charity.

15. **SEVERANCE**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other provisions of this Agreement; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

16. **NOTICES**

16.1 **Notices and deemed receipt**

Any notice hereunder shall be given by either party to the other either personally to the Independent Contractor, or in the case of the Charity sent to its registered office for the time being and, in the case of the Independent Contractor, to his/her address last known to the Charity. Any such notice shall be in writing and shall be given by **[letter delivered by hand or sent by first class prepaid recorded delivery or registered post or by facsimile transmission or by email]**. Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) in the case of pre-paid recorded delivery or registered post, **[48]** hours from the date of posting; and
- (c) in the case of registered airmail, **[five]** days from the date of posting; and
- (d) in the case of email, at the time of transmission;

provided that if deemed receipt occurs before 9 a.m. on a business day the notice shall be deemed to have been received at 9 a.m. on that day and if deemed receipt occurs after 5 p.m. on a business day, or on a day which is not a business day, the notice shall be deemed to have been received at 9 a.m. on the next business day. For the purpose of this Clause, "**business day**" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent.

17. THIRD PARTY RIGHTS

Nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 2001. No right of any Party to agree any amendment, variation, waiver or settlement under or arising from or in respect of this Agreement, or to terminate this Agreement, shall be subject to the consent of any person who has rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act 2001.

18. ASSIGNMENT

No Party may assign the benefit of its rights under this Agreement, whether absolutely or by way of security, or deal in any way with any interest it has under this Agreement.

19. AMENDMENTS, WAIVERS AND REMEDIES

19.1 Amendments

No amendment or variation of this Agreement or any of the documents referred to in it shall be effective unless it is in writing and signed by or on behalf of each of the parties.

19.2 Waivers and remedies cumulative

- (a) The rights of each party under this Agreement:
 - (i) may be exercised as often as necessary;
 - (ii) are cumulative and not exclusive of its rights under the general law; and
 - (iii) may be waived only in writing and specifically.
- (b) Delay in exercising or non-exercise of any right is not a waiver of that right.
- (c) [Any right of rescission conferred upon the Charity by this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it].

20. ENTIRE AGREEMENT

20.1 This Agreement and the documents referred to in it constitute the entire agreement and understanding of the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to the subject matter of this Agreement.

20.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

20.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

20.4 Nothing in this clause shall limit or exclude any liability for fraud.

21. GOVERNING LAW AND JURISDICTION

21.1 Governing law

This Agreement shall be governed by and to be construed in accordance with Singapore law.

21.2 Jurisdiction³⁷

(a) In the event of any dispute arising out of or in connection with this Agreement, including any dispute relating to its implementation and effect (the “**Dispute**”), a Party may give notice to the other Parties for such Dispute to be submitted to mediation to the Singapore Mediation Centre (“**SMC**”).

(b) Upon agreement between the Parties for such Dispute to be submitted to mediation to SMC, the Parties shall submit such Dispute to SMC, and shall thereafter have **[30 days]** from such date of submission to resolve the Dispute in accordance with SMC’s Mediation Procedure in force for the time being. Unless otherwise agreed by the Parties, the mediator(s) shall be appointed by SMC, the mediation shall take place in Singapore, the language of the mediation shall be English and the Parties shall be bound by any settlement agreement reached.

(c) If the Parties do not agree to submit the Dispute to SMC or are unable to resolve the Dispute through mediation within the period set out in Clause [21.2(b)], then:

[EITHER]

(i) [the Parties shall irrevocably submit to the exclusive jurisdiction of the Singapore courts to settle any such Dispute.]

[OR]

(ii) [the Dispute shall be referred to and finally resolved by arbitration administered by the Law Society of Singapore (the “**Law Society**”) under the Law Society Arbitration Scheme (“**LSAS**”) in accordance with

³⁷ This clause has been adapted from the versions available on the Singapore Mediation Centre website (<https://www.mediation.com.sg/resources/model-clauses/#:~:text=Any%20dispute%20arising%20out%20of%20or%20in%20connection,incorporated%20by%20reference%20in%20this%20clause%20%28%E2%80%9CArbitration%20Rules%E2%80%9D%29.>) and the versions included in the Venture Capital Investment Model Agreements (<https://www.sal.org.sg/Resources-Tools/VIMA-Handbook-2020/VIMA-Handbook-2020>)

the LawSoc Arbitration Rules of the Law Society for the time being in force, which rules are deemed to be incorporated by reference in this Clause [21.2]. Unless otherwise agreed by the Parties, the seat of the arbitration shall be Singapore, the Tribunal shall consist of one arbitrator and the language of the arbitration shall be English.]

22. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

Yours faithfully,

.....

[Name of Sender]

For and on behalf of

[Insert name of Charity]

I hereby acknowledge receipt and accept the contents of this letter

Signed

[Insert name of Independent Contractor]

Date

The **Employment Law Handbook for Singapore Charities** is your essential guide to understanding the complexities of employment law as it applies to charitable organizations in Singapore. Inside, you'll find clear, accessible information on crucial topics like defining employment relationships, rights and benefits for employees, discrimination prevention, and data protection responsibilities. From understanding the nuances between employees, freelancers, and volunteers to navigating termination processes and dispute resolutions, this handbook equips charities with the knowledge needed to manage their workforce effectively and in compliance with Singapore law.



JUSTICE FOR ALL

LATHAM & WATKINS LLP



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