

NATIONAL HEALTHCARE GROUP RESIDENCY

TERMS AND CONDITIONS

Updated on 21 July 2011

NATIONAL HEALTHCARE GROUP RESIDENCY AGREEMENT

This Agreement is made as of <<dd/mm/yyyy>>, by and between the National Healthcare Group (NHG), (the "Sponsoring Institution"), and <<Resident Name>> ("Resident"), whose address is <<Resident Address>>, for appointment as a Resident in NHG's <<Program Name>>.

1. APPOINTMENT

- A. The appointment will be for the period as prescribed by the duration of the residency program beginning <<dd/mm/yyyy>>, subject to yearly renewal.
- B. The Resident shall remain employed by MOH Holdings Pte Ltd (MOHH) and therefore comply with the terms and conditions set out in the employment contract with MOHH.
- C. Whereas, the National Healthcare Group (NHG) (the Sponsoring Institution) desires to engage the services of the Resident in the Sponsoring Institution's Residency Program (the Residency Program), on the terms and conditions set forth herein; and Whereas the Resident desires to provide such services on such terms and conditions.
- D. The Sponsoring Institution will be responsible for overseeing the Resident's training and rotations throughout the above-mentioned period of residency.

2. RESIDENT'S RESPONSIBILITIES

- A. The Resident shall:
 - I. Provide patient care, under appropriate supervision, as assigned by the Residency Program Director (the Program Director) or his/her designee, consistent with the educational goals of the program and high standards of patient care. ("Patient care" includes responsibility for associated documentation in the medical record, which should be completed in a timely fashion, and attendance at patient care rounds as assigned);
 - II. Make appropriate use of the available supervisory and support systems, seeking advice and input from faculty when and as appropriate, and in accordance with the NHG GME Policy on Resident Supervision;
 - III. Participate fully in the educational and scholarly activities of the Residency Program as specified by the Program Director, including attendance at didactic teachings, and other responsibilities which may include research projects, the completion of examinations, the maintenance of procedure logs, or other items;
 - IV. Develop a personal learning program to foster continued professional growth, with guidance from the teaching staff;
 - V. Assume responsibility, as called upon, to teach more junior trainees and medical students, within the scope of the Residency Program;

- VI. Participate in improving the quality of education provided by the Residency Program, in part by submitting at least annually confidential evaluations of the faculty, the program and the overall educational experience;
- VII. Adhere to the established practices, procedures and policies of the Sponsoring Institution, the Sponsoring Institution's Medical/Professional Staff, the Department and affiliated training sites;
- VIII. Participate in institutional programs, councils or committees and other medical staff activities, as appropriate;
- IX. Abide by the institutional and program-specific resident duty hours policies and, as scheduled by the Program Director, accurately report his/her duty hours;
- X. Comply with MOHH and institutional requirements for health and safety training, vaccinations and health screening;
- XI. Comply with MOH's Residency terms and conditions.

3. SPONSORING INSTITUTION'S RESPONSIBILITIES

- A. The Sponsoring Institution will provide:
 - I. A suitable academic and clinical environment for an educational experience in the Resident's specialty or sub-specialty area;
 - II. Upon the satisfactory completion of the Residency Program, documentation of completion;
 - III. Due process for the redress of any grievances as described in the NHG GME Grievance Policy and Procedure;
 - IV. Confidential professional assistance and counselling for Residents. The services include psychological and other support services and counselling for personal and family issues (e.g., medical care, substance abuse, work-related stress, financial concerns, relationship issues, domestic violence, etc.). Please refer to the NHG-AHPL Residency Handbook for policies regarding physician impairment and substance abuse and policies on gender or other forms of harassment.
- B. The Program Director will provide information where available, the eligibility criteria for certification by the relevant certifying board, including the Specialist Accreditation Board, Singapore.

4. SALARY AND BENEFITS

- A. MOHH will administer the Resident's employment contracts and other relevant Human Resources matters including leave, medical benefits, salary, insurance coverage, etc. The Resident shall abide by and receive salary, annual leave, medical benefits, insurance coverage and other benefits as set out in the MOHH employment contract.
- B. The effect of leave(s) on the ability of the Resident to satisfy requirements to complete the program and certification eligibility is as stated in the MOH Offer of Residency.
- C. Residents on duty shall have access to adequate and appropriate food services twenty-four (24) hours a day in all participating sites. Each site has its own policies regarding the provision of food for Residents. Residents should check with the relevant site for information regarding meal benefit and charging policies.
- D. Policy on meal subsidies for Residents whose normal working hours span through late evening or the night is as stipulated in the MOHH Employment Terms and Benefits.
- E. The Resident shall be responsible for securing his/her living quarters and transportation. If the Resident is taking in-house calls, then clean, adequately-lit call rooms will be provided by the applicable hospitals and made available to the Resident on call for sleeping and resting purposes.
- F. Assistance for transport for individual Resident with disability will be provided through NHG-AHPL GMEC on a case-by-case basis.
- G. All call rooms have lifts and wheelchair access. Wheelchair assistance is available twenty-four (24) hours a day by contacting the Security Office.
- H. Job-related health services are provided to all Residents. Evaluation of any job-related injury or exposure is provided at no charge.
- I. Residents will be assigned a MOHH e-mail account. Communication to Residents will be done via this e-mail account. Residents are expected to check their MOHH email accounts on a regular basis.
- J. Such other benefits as may be provided by the Sponsoring Institution from time to time, in its sole discretion, and described in the NHG-AHPL Residency Handbook.

5. CONDITIONS FOR REAPPOINTMENT AND PROMOTION

- A. Evaluation Each residency program will develop educational goals and objectives for its Residents, which are consistent with the ACGME-I criteria for the particular specialty. Evaluations shall use criteria and procedures appropriate to the particular program and shall include, but are not limited to, the core competencies of Patient Care, Medical Knowledge, Communication and Interpersonal Skills, Practice-Based Learning and Improvement, Professionalism, and Systems-Based Practice, as defined by the ACGME-I.
- B. A written evaluation of the Resident addressing medical knowledge, competence in patient care, professionalism, system-based practice, interpersonal and communication skills, and practice-based learning and improvement will be completed at the end of each major rotation. The Program Director or faculty designee will share the evaluation(s) with the Resident and provide feedback in accordance with ACGME-I requirements for that specialty. This evaluation sharing will occur at least semi-annually, in-

cludes a written review of performance, and a discussion of areas of strengths and deficiency and plans for improvement.

- C. The written evaluation and any documentation regarding the meeting will be maintained in the Program file by the Program Coordinator.
- D. If an evaluation indicates unsatisfactory performance, the Resident will be provided with a remedial plan for correcting any deficiencies, in accordance with the NHG GME Policy on Resident Evaluation and Disciplinary Guidelines. If remediation is not satisfactory, it may be cause for probation or termination from the Residency Program.
- E. The Resident's advancement to a position of higher responsibility will be made only on the basis of an evaluation of his/her readiness for advancement.
- F. Reappointment The term of appointment expires at the end of the period defined, unless sooner terminated in accordance with applicable policies. Re-appointment of Post-Graduate Year 1 Residents will take place upon their successful completion of the first (1st) year, according to the level of competencies defined in each program, their ability to continue with the program, and upon fulfilling licensing requirements defined by the Singapore Medical Council.
- G. For Residents who have already obtained full practicing license from the Singapore Medical Council, re-appointment will take place annually with the successful completion of each residency year, according to the level of competencies defined by each program and as determined by the Program Director. In making this determination, the Program Director will take inputs from the Clinical Competency Committee and may consider inputs from supervising attending physicians, Chief Residents and others who have worked closely with the Resident during the period of this engagement. The Program Director may also consider the results of an in-training examination, where applicable. The Resident must, at a minimum, have completed responsibilities as appropriately assigned within the scope of the Residency Program and attained the knowledge and skill necessary to progress to the next level of post-graduate training.
- H. Non-promotion The Program Director, with inputs from the Clinical Competency Committee and other faculty members, with ample reasons, may decide on a non-promotion of the Resident in his residency program. The Resident will be notified in writing of the non-promotion at least four (4) months before the expiry of the term of appointment. The Resident may appeal against the decision following the NHG GME Grievance Policy and Procedure. MOHH will also be duly informed.
- I. Final Evaluation The Program Director or his/her designee will provide a written final evaluation for each Resident who satisfactorily completes the program. The evaluation will be based on performance during the final period of training and will verify that the Resident has demonstrated sufficient professional ability to practice competently and independently. The Program Director is responsible for providing verification of residency education for any Resident who may leave the program prior to completion of his/her training.
- J. Completion of Residency Program A Resident will be certified to have completed the Residency program if he has fulfilled all the requirements stated in the Program requirements and completed the mandatory courses set out by the Specialists Accreditation Board (SAB) including the prescribed Medical Ethics, Professionalism and Health Law Course. All Residents are required to register for the course and make payment directly to the provider. For more information on the course, residents can visit the Specialists Accreditation Board's website at

<http://www.hpp.moh.gov.sg/SAB/1179709557958.html>.

- K. Successful completion of the Residency program and the prescribed exit examination does not confer automatic entry into the Specialist Register or Family Physician Register. Residents are required to personally apply to the Specialists Accreditation Board (SAB) or the Family Physicians Accreditation Board and the Singapore Medical Council (SMC) before he/she is statutorily eligible to practice as a Specialist or Family Physician.
- L. Non-Renewal of Appointment Non-renewal of appointment will be based on the program's evaluation of the Resident's performance and progress, decided by the Program Director, with inputs from the Clinical Competency Committee, and in consultation with the DIO. The Resident will be notified of the non-renewal of the appointment in writing at least four (4) months before the expiry of the term of appointment. MOHH will also be informed to prepare for the subsequent rotations of the Resident.

6. CONDITIONS OF SEPARATION

- A. Resignation The Resident may resign from the Residency Program with three (3) months' written notice of his / her intent to resign. The Resident's resignation must be submitted to the Program Director. All conditions of appointment will terminate on the effective date of the resignation.
- B. Separation Separation may occur at the end of an appointment term under any circumstances in which reappointment does not occur, including the Resident's successful graduation from the Residency Program.
- C. Termination The Resident's appointment may be terminated at any time by the NHG Residency upon notice to the Resident due to the following conditions:
 - I. Without the consent of the Sponsoring Institution, abandons the Residency Program or is disqualified from the Residency Program owing to unsatisfactory attendance at the Residency Program or without good reason in any way fails or renders himself unable or unsuitable to pursue the Residency Program before the completion thereof; or
 - II. Fails in any of the prescribed tests and/or examinations; or
 - III. Is convicted by a Court of law in any country of any offence involving dishonesty or moral turpitude or of such nature, which offence, in the absolute opinion of the Sponsoring Institution renders the Resident unsuitable for an appointment for service with the Sponsoring Institution's; or
 - IV. Willfully and persistently disobeys or fails to conform with the lawful and reasonable orders or directions of the Sponsoring Institution's supervisors, tutors or instructors associated with the Residency Program or the prescribed institutions; or
 - V. Refuses or in the opinion of, the Sponsoring Institution willfully renders himself unable to serve in accordance with the provisions of this Terms and Conditions; or
 - VI. Is found to have committed any act of dishonesty or misconduct which, in the absolute opinion of the Sponsoring Institution, is likely to bring the Sponsoring Institution or any officials of the Sponsoring Institution into disrepute, whether or not

such dishonesty or misconduct or act is directly related to the affairs of the Sponsoring Institution; or

- VII. With or without the consent of the Sponsoring Institution, resigns from or leaves the service of the Sponsoring Institution and fails to serve or complete the term of the appointment Period; or
- VIII. Before the expiry of the appointment Period, is dismissed from the service of the Sponsoring Institution for misconduct, negligence, incompetence, poor work performance not meeting the Sponsoring Institution's standard or breach of discipline or for any reason whatsoever, has his service terminated; or
- IX. Is terminated by his/her employer – MOHH.

7. GRIEVANCE PROCEDURES AND DUE PROCESS

- A. The NHG Graduate Medical Education Committee (NHG GMEC) recognises the importance of the Residents' rights of appeal against any training management and training decisions affecting them.
- B. For non-training matters, the Resident should follow the existing grievance procedure provided by MOHH/NHG HR policies.
- C. A Resident who surfaces a grievance or appeal is required to use the NHG GME Grievance Policy and Procedure to ensure systematic, fair and expeditious resolution of grievances. Any Resident who surfaces a grievance or appeal and follows the NHG GME Grievance Policy and Procedure will be protected against any form of reprisal.

8. PROFESSIONAL LIABILITY INSURANCE

- A. As a practicing doctor, it is the Resident's personal responsibility to ensure that he/she holds a valid medical malpractice insurance cover for himself/herself throughout the entire period of appointment with the Sponsoring Institution/ affiliated training sites. The medical malpractice insurance coverage provides legal defense and protection against awards from claims for which the Resident would be liable even when reported or filed after the completion of training if the alleged acts or omissions occurred within the scope of the education program.
- B. Should the Resident fail to maintain such insurance cover at any particular time during his/her appointment with the Sponsoring Institution, the Sponsoring Institution shall have the right to suspend or terminate his/her appointment in the Residency Program with immediate effect.
- C. The Resident must further agree to fully indemnify the Sponsoring Institution/affiliated training sites in respect of any losses, claims, damages, costs and expenses that the Sponsoring Institution may suffer or incur arising from legal suits brought against the Sponsoring Institution/affiliated training sites related to his/her failure to maintain a valid medical malpractice insurance cover.

9. ACCOMMODATING RESIDENTS WITH DISABILITIES

- A. NHG and NHG Residency do not discriminate against any staff/Resident with physical disabilities as long as the staff/Resident is able to fulfill his/her roles and responsibilities as required. Access and facilities for disabled Residents are available at common areas of the various participating sites.
- B. All call rooms have lifts and wheelchair access. Wheelchair assistance is available twenty-four (24) hours a day by contacting the appropriate Security Office.

10. RESIDENT IMPAIRMENT AND SUBSTANCE ABUSE

- A. NHG GMEC recognises the need to help residents who may suffer from impairment, to maximise their potentials in training and to maintain clinical quality and safety.
- B. Parties who bring to the attention of the NHG GMEC possible impaired residents will be protected with anonymity and from any forms of reprisal. This policy is in keeping with Ethical Code published by the Singapore Medical Council.
- C. Resident Impairment is defined as a resident who is unable to perform his duties in a safe and competent manner by reason of physical, psychological, substance misuse or social factors.
- D. Substance misuse is defined as inappropriate, excessive or recurrent use of substances or drugs that result in adverse consequences.
- E. All residents and training faculty will attend and document participation in a training session on the following:
 - I. How to identify Impaired clinicians
 - II. Fatigue and sleep deprivation
 - III. Psychological factors
 - IV. Substance use disorder
- F. It is the responsibility of any resident to disclose to the Program Director (PD) or Associate Program Director (APD) in charge of the training rotation if he is suffering from any medical, psychological or substance misuse conditions that might render him/her unable to practice safely and competently.
- G. It is also responsibility of any resident or faculty to inform the APD/PD if they suspect that a resident is suffering from impairment or exposing patients to unnecessary risks.
- H. In the event that a potentially impaired resident is reported to the APD/PD, the APD/PD will conduct an investigation to determine the validity of the report. If the report is valid, the APD/PD will notify the NHG GMEC. During this time, the APD/PD may decide to temporarily suspend the resident from training and clinical work if there are any potential patient safety issues.
- I. The APD/PD will offer assistance in obtaining the necessary medical, psychological and social assistance for the resident and monitor the resident's progress in treatment.
- J. An ad-hoc meeting of NHG GMEC will review the report and decide on the severity of the impairment. This meeting should consist of at least 4 APDs/PDs and the DIO or Acting DIO.

- K. Where there are concerns regarding severe impairments leading to patient safety concerns, the NHG GMEC will raise the matter to the Chairman, Medical Board (CMB) of the respective hospitals.
- L. After reviewing the facts, the NHG GMEC will recommend to the CMB the following outcomes:
- I. Specialist assessment and treatment where necessary.
 - II. Full reinstatement of training privileges may be recommended
 - i) On obtaining adequate treatment and assistance, and
 - ii) Assessed by the NHG GMEC to be able to return to full time training.
 - iii) This may result in an increase in duration of residency programme.
 - III. Partial reinstatement may be recommended,
 - i) On obtaining adequate treatment and assistance, and
 - ii) Assessed by the NHG GMEC to be able to return to training but requiring
 - limited caseload; and/or
 - closer supervision; and/or
 - remediation.
 - iii) This may result in an increase in duration of residency programme.
 - IV. Termination from training maybe recommended in the event that
 - i) full or partial reinstatement is persistently deemed to be unsuitable up to 1 year following adequate treatment; or
 - ii) if the resident should refuse evaluation by appropriate specialist or comply with recommended treatment.
- M. The final outcome decision will be made by the CMB of the hospital in which the resident is based and communicated to the NHG GMEC. The NHG GMEC will inform the resident of the decisions taken in writing.

11. NON-DISCRIMINATION AND HARASSMENT

- A. Non-Discrimination Harassment and other forms of discrimination is prohibited. No residents of the NHG-AHPL Residency will be discriminated against because of race, ethnic origin, religion, marital status, national origin, ancestry, sex, sexual orientation, physical, or mental handicap.
- B. Harassment NHG-AHPL Residency is committed to creating and maintaining a community in which all persons who participate in residency programs and activities can work together in an atmosphere free of all forms of harassment, exploitation, or intimidation, including sexual. Each resident should be aware that the SI's strongly opposed to sexual harassment and that such behavior is prohibited by law and by NHG-AHPL Residency.
- C. The Disruptive Resident The Program Director may restrict the duties of a resident exhibiting disruptive behavior in the work/learning environment. Disruptive behavior may include but is not limited to conduct, performance level or competence, or significant physical or emotional disability that appears to require that immediate action be taken to protect the life or well-being of a patient(s) or to reduce a substantial and imminent likelihood of significant impairment of the life, health, or safety or any patient, prospective pa-

tient, or adversely influence the welfare of any NHG-AHPL residency program and/or parts including the affiliated hospitals and staff.

- D. Written notice of the imposed restriction must be given to the involved individual as soon as possible. This notice must include the reason for the restriction and the requirements (if applicable) for the reinstatement of duties.

12. POLICIES AND PROCEDURES

- A. Copies of NHG GME policies and procedures as currently in effect, including:

- I. NHG GME Grievance Policy and Procedure;
- II. NHG GME Policy on Resident Supervision;
- III. NHG GME Policy on Duty Hours;

are enclosed within the NHG-AHPL Residency Handbook, as well as, available on the NHG-AHPL Residency website <http://www.nhgresidencyprogram.com.sg>.

- B. In the event of an inconsistency or conflict between any NHG GME policy and procedures and the Medical/Professional Staff bylaws of the Sponsoring Institution or its affiliated training sites, the NHG GME policy and procedures shall prevail and apply.

13. RELEASE OF INFORMATION

- A. The Resident understands and agrees that, should another institution, organization or individual to which the Resident has applied for a position requests for a reference from the Sponsoring Institution, the Sponsoring Institutions/affiliated training sites may share any and all appropriate information that it possesses concerning the Resident, including information relating to any disciplinary action, suspension or termination from the program or the Sponsoring Institution/affiliated training sites, or perceived inability to practice within commonly accepted standards of care.
- B. The Resident hereby authorizes the Sponsoring Institution/affiliated training sites to release such information under these circumstances at any time, provided such information is given in good faith and without malice.

14. OWNERSHIP OF INTELLECTUAL PROPERTY

If at any time during the Resident's employment with the Sponsoring Institution, whether the Resident alone or in conjunction with any other person(s) create or develop any intellectual property, the Resident is duty bound to disclose such information to the Sponsoring Institution. The Sponsoring Institution shall then have the ownership and copyright of such intellectual property.

15. RIGHT TO PRIVACY AND MEDICAL CONFIDENTIALITY

It is every Resident's obligation to respect the patients' right to privacy at all times.

16. SECONDARY EMPLOYMENT

Apart from the services the Resident shall render to the Sponsoring Institution, he/she shall not, without prior approval of the Sponsoring Institution, be engaged or involved directly or indirectly in any other work, trade, business, occupation, employment nor shall the Resident render any professional service to any person who is not a registered patient with the Sponsoring Institution and its participating sites to which the Resident is rotated to.

17. CONFLICT OF INTEREST AND COMPETITION

The Resident must not at any time engage in any activity either directly or indirectly, that may give rise to a conflict of interest against his/her duties with the Sponsoring Institution, or may be in direct or indirect competition with the Sponsoring Institution's business. Competition includes, but is not limited to, solicitation of the Sponsoring Institution's clients or employment of the Sponsoring Institution's employees. The Resident is bound to observe this code during the entire period of training with the Sponsoring Institution.

18. INDEMNIFICATION

A. The Resident hereby further undertakes:

- I. to absolve MOHH, the Sponsoring Institution, and/or their agents from all liability to the Resident or his/her personal representatives for any loss damage or injury howsoever occasioned (whether or not due to any act or omission or neglect of the Place of Training wherein the Resident undertakes the Residency Program, its servants and/or agents) which the Resident may sustain by reason of or during the period of the Residency Program; and
- II. to indemnify, hold harmless and at MOHH and/or the Sponsoring Institution's request, defend the Sponsoring Institution against all proceedings, suits, actions, claims, demands, damages, costs, losses and/or expenses [including court costs and fees of solicitors (on a full indemnity basis) and other professionals] whatsoever which may be taken or made against MOHH and/or the Sponsoring Institution or incurred or become payable by MOHH and/or the Sponsoring Institution in respect of any injury (whether fatal or otherwise) to any person or in respect of damage or loss to any property howsoever occasioned, whether directly or indirectly by any act, omission, neglect or other default of the Resident while on or otherwise in relation to or arising out of the Residency Program.

19. NOTICES

- A. Except as otherwise provided in this Terms and Conditions, notices which are required to be given under or permitted by this Terms and Conditions shall be in writing (unless expressly stated otherwise) and sent to the fax number or address of the recipient set out in this Terms and Conditions. All notices may be sent by facsimile to the number as

specified in this Terms and Conditions or such other number as the party may later specify, or by hand or by AR Registered post or certified mail, return receipt requested, postage prepaid and properly addressed to the offices of the Parties as specified in this Terms and Conditions or to such other address as the Party may later specify.

- B. Every notice or communication so sent shall be deemed to have been properly served and validly made, if by hand when delivered to the recipient's address or if sent by AR Registered post, two (2) days after posting if posted to an address within Singapore and eight (8) days after posting, if posted to an address outside Singapore, notwithstanding the fact that the letter may be returned by the Post Office undelivered or if by fax, on the next working day after transmission, but only if a transmission report is generated by the sender's fax machine recording a message from the recipient's fax machine, confirming that the fax was sent to the number indicated below and confirming that all pages were successfully transmitted.

20. ENTIRE AGREEMENT

The parties hereto expressly acknowledge that they have read this Terms and Conditions and understood its provisions. The parties hereto further agree and acknowledge that they understand that this Terms and Conditions constitutes the entire agreement between them with respect to the subject matter of this Terms and Conditions and that it supercedes all prior proposals, agreements, negotiations, representations, writings and all other communications, whether written or oral, between them with regard to the subject matter of this Terms and Conditions. No modification or waiver of any provision of this Terms and Conditions shall be effective unless it is in writing and signed by the duly authorised representatives of the parties hereto.

21. ASSIGNMENT

- A. Subject to the other provisions of this Terms and Conditions, all the terms and provisions of this Terms and Conditions shall be binding upon and inure to the benefit of the parties to this Terms and Conditions and to their respective heirs, successors, assigns, and legal representatives, except that:
 - I. no party may assign this Terms and Conditions in whole or in part without the other party's prior written consent, which consent shall not be unreasonably withheld;
 - II. any permitted assignee or transferee shall agree in writing to comply with all terms and conditions stated herewith; and
 - III. any assignment shall not exceed the existing scope of this Terms and Conditions.

22. WAIVER

- A. No waiver of any breach of any covenant, condition, stipulation, obligation or provision contained or implied in this Terms and Conditions shall operate or be interpreted as a

waiver of another breach of the same or of any covenant, condition, stipulation, obligation or provision in this Terms and Conditions.

- B. Any time or other indulgence granted by the Sponsoring Institution or the Resident under this Terms and Conditions shall be without prejudice to and shall not be taken as a waiver of any of the Sponsoring institution's or the Resident's rights under this Terms and Conditions nor shall it prejudice or in any way limit or affect any statutory rights or powers from time to time vested in or exercisable by the Sponsoring Institution or the Resident.

23. FORCE MAJEURE

- A. Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in the performance of their obligations under this Terms and Conditions if the delay or failure results from events beyond the reasonable control of either Party.
- B. For the purposes of this Terms and Conditions, such events shall include but are not limited to, acts of God, wars, hostility, invasions, acts of foreign enemies, rebellions, revolutions, riots, civil wars, disturbances, requisitioning or other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), industrial action, strikes, lock-outs or other labour disputes, epidemics, outbreaks, embargoes or other catastrophes affecting the availability of materials or labour necessary for the performance of this Terms and Conditions.
- C. For the avoidance of doubt, the failure to obtain the approval or the withdrawal of approval from the relevant government authorities or other governing bodies shall not be considered a force majeure event and the provisions of this clause shall not apply to such an event.
- D. The Parties hereto agree to notify the other Party promptly of any such circumstances delaying its performance and to resume performance as soon thereafter as is reasonably practicable.
- E. If any force majeure event shall continue for a period exceeding one hundred and twenty (120) days, then either Party may at any time thereafter, upon giving notice to the other, elect to terminate this Terms and Conditions.
- F. In any of the events mentioned in Clause 22 (B), the Parties shall for the duration of such event, be relieved of any obligation under this Terms and Conditions as is affected by the event except that the provisions of this Terms and Conditions shall remain in force with regard to all other obligations under this Terms and Conditions which are not affected by the event.

24. DISPUTE RESOLUTION

- A. In the event of any dispute or difference arising out of or in connection with or in relation to this Terms and Conditions, including any question regarding the existence, validity, termination, application or interpretation of this Terms and Conditions or any of its provi-

sions or any claim, disagreement or dispute arising out of or relating to this Terms and Conditions or the breach of any of its provisions, both Parties shall use their best endeavours to settle the dispute informally by agreement between the Parties. Both Parties shall always act in good faith and co-operate with each other to resolve any disputes.

- B. Notwithstanding anything in this Terms and Conditions, if the dispute is not settled informally in accordance with Clause 23(A), no Party shall proceed to litigation or any other form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation, in accordance with the mediation rules of the Singapore Mediation Centre. A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in good faith in accordance with this clause. The Parties undertake to abide by the terms of any settlement reached. Failure to comply with Clause 23 shall be deemed to be a breach of this Terms and Conditions.
- C. In the event that mediation is unsuccessful, the dispute shall be resolved either by reference to arbitration or by court proceedings as elected by either Party, by way of a written notice to the other Party, which shall state the specific dispute to be resolved and the nature of such dispute.
- D. Any reference to arbitration in Singapore shall be a submission to arbitration within the meaning of the Arbitration Act (Cap. 10) for the time being in force in Singapore. Such arbitration shall be conducted in the English language in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference into this clause, except in so far as such Rules conflict with the express provisions of this clause, in which event the provisions of this clause will prevail.
- E. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by mutual agreement between the Parties. Either Party may propose to the other the name or names of one (1) or more persons, one (1) of whom would serve as the arbitrator. If no agreement is reached within thirty (30) days after receipt by one (1) Party of such a proposal from the other, the arbitrator shall be appointed by the Appointing Authority.
- F. The Appointing Authority shall be the Chairman of SIAC.
- G. The arbitrator must not be a present or former employee or agent of, or consultant or counsel to, either Party or any related corporation [as defined in Section 6 of the Companies Act (Cap 50)] of either Party.
- H. Any decision or award of an arbitral tribunal appointed pursuant to this clause will be final and binding on the Parties and the execution thereof may be entered into any court having jurisdiction.
- I. Interest at the annual rate of six per cent [6%] per annum will be due and payable to the Party in receipt of an arbitration award from such date as the arbitral tribunal may decide until the date of payment to such Party.
- J. The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.

- K. The application of Part II of the International Arbitration Act (Cap. 143A) and the Model Law referred to therein, to this Terms and Conditions is hereby excluded.
- L. For the avoidance of doubt, it is agreed that nothing in Clause 23 shall prevent a Party from seeking urgent equitable relief before any appropriate court and the commencement of any dispute resolution proceedings shall in no way affect the continual performance of the Parties' obligations under this Terms and Conditions.

25. SEVERABILITY

- A. In the event that any term, condition or provision contained in this Terms and Conditions or the application of any such term, condition or provision shall be held by a court of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or a violation of any applicable law, statute or regulation of any jurisdiction, the same shall be deemed to be deleted from this Terms and Conditions and shall be of no force and effect; whereas the remaining terms, conditions or provisions of this Terms and Conditions shall remain in full force and effect as if such term, condition and provision had not originally been contained in this Terms and Conditions, unless the severed provisions render the continuing performance of this Terms and Conditions impossible, or materially change either Party's rights or obligations under this Terms and Conditions; in which event such Party may give written notice of its intent to terminate this Terms and Conditions to the other Party.
- B. Notwithstanding the aforesaid, in the event of such deletion, the Parties hereto shall negotiate in good faith in order to agree to terms of mutually acceptable and satisfactory alternative provision(s) in place of the provision(s) so deleted.

26. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Terms and Conditions is intended to confer upon any person (other than the Parties hereto) any rights, benefits or remedies of any kind or character whatsoever or any right to enforce the terms of this Terms and Conditions under the Contracts (Rights of Third Parties) Act 2001, and no person shall be deemed to be a third party beneficiary under or by reason of this Terms and Conditions.

27. GOVERNING LAW

- A. This Terms and Conditions shall be deemed to be made in Singapore, subject to, governed by and construed in all respects in accordance with the laws of the Republic of Singapore for every intent and purpose.
- B. The Parties hereby agree to submit irrevocably to the non-exclusive jurisdiction of the Courts of the Republic of Singapore to settle any and all disputes in connection with this Terms and Conditions.

28. EXECUTION

This Terms and Conditions may be executed in counterparts by the respective parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Terms and Conditions, provided that this Terms and Conditions shall be of no force and effect until the counterparts are exchanged.

29. MISCELLANEOUS

- A. Words incorporating the masculine gender only shall include the feminine and/or neuter genders and vice versa and words incorporating the singular meaning shall include the plural meaning and vice versa and words denoting natural persons shall include bodies corporate, incorporate, associated partnerships, firms, trusts, associations, joint ventures, governments, governmental agencies or departments or any other entity, and all such words shall be construed interchangeably in that manner.
- B. The clauses, paragraph or clause headings and marginal notes in this Terms and Conditions are inserted for ease of reference and convenience only and do not form part of this Terms and Conditions. They shall not be deemed to define, limit, construe or describe the scope or intent of the clauses hereof nor shall they in any way affect the interpretation of this Terms and Conditions.
- C. References to clauses, schedules and annexes shall be references to Clauses of and the Schedules and Annexes to this Terms and Conditions. The Schedules and Annexes are to have effect and be construed as an integral part of, and shall be deemed to be incorporated into, this Terms and Conditions.
- D. References to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and all statutory instruments or orders made pursuant to them.
- E. Any reference to “day” shall mean a period of twenty-four (24) hours, ending at twelve (12) midnight.
- F. If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day. Where expressed by reference to a person in Singapore, business day means any day other than a Saturday, a Sunday or a day on which licensed banks are authorised or required to be closed in Singapore and, where expressed by reference to the jurisdiction of a person other than Singapore, means any day other than a Saturday, a Sunday or a day on which licensed banks are authorised or required to be closed in the jurisdiction of that person, then that time limit is deemed to only expire on the next business day.
- G. References in this Terms and Conditions to anything which any Party is required to do or not to do shall include its acts, defaults and omissions, whether direct or indirect, on its own account, or for or through any other persons, and those which it permits or suffers to be done or not done by any other person.
- H. In the event of a conflict between any of the terms of this Terms and Conditions, including its Schedules and Annexes, the conflict will be resolved in the following order of priority: (1) the Clauses of this Terms and Conditions; (2) the Schedules and Annexes.

I have read and understood, and accept the foregoing NHG Residency Agreement with its Terms and Conditions.

NAME & PASSPORT NUMBER

SIGNATORY AND DATE

MOHH

RESIDENT EMPLOYMENT BENEFITS

MOH Holdings
MOH Holdings Pte Ltd (Reg No: 198702955E)

1 BENEFITS FOR RESIDENTS

1.1 All benefits granted by the Company hereunder are on the understanding that such benefits or the value thereof do not constitute any part of your remuneration, and such benefits may be varied from time to time or withdrawn entirely without prior notice and at the absolute discretion of the Company.

2 SALARY

2.1 Post Graduate Year 1 Residents (House Officer equivalent) will receive a salary of S\$2,690.00 per month.

2.2 Post Graduate Year 2 Residents (Medical Officer equivalent) will receive a salary of S\$3,600.00 per month

3 EXGRATIA PAYMENT

3.1 You will also be eligible for an exgratia payment, if any, to be declared each year. This exgratia payment is based on the Company's financial performance, and/or its subsidiaries' financial outcome, and shall be paid provided that you are still within the employ of the Company at the time the payment is to be made out.

4 MEDICAL MALPRACTICE INSURANCE AND INDEMNITY

4.1 As a practising doctor, it is your personal responsibility to ensure that you hold a valid medical malpractice insurance cover for yourself throughout the entire period of your employment with the Company. Should you fail to maintain such insurance cover at any particular time during your employment with the Company, the Company shall have the right to terminate your employment with immediate effect. You must further agree to fully indemnify the Company in respect of any losses, claims, damages, costs and expenses that the Company may suffer or incur arising from legal suits brought against the Company related to your failure to maintain a valid medical malpractice insurance cover.

5 BENEFITS FOR FOREIGN HIRES

5.1 The Employee will be entitled to make a one-time claim for relocation expenses for the transportation of personal effects.

5.2 The Employee will be paid a monthly housing allowance (inclusive of the leasing costs of furniture) to help defray in full or in part the cost of housing. This is a uniform rate independent of the size of the Employee's household. You shall be responsible for all transport insurance.

5.3 Upon arrival in Singapore, a one-time Settling-In Allowance will be paid. If the spouse is already residing in Singapore or if the spouse is not accompanying the staff to Singapore, then the staff shall only be eligible for Settling-In Allowance at the single rate.

5.4 In the event that you leave or are terminated by the Company before the expiry of the contract, you shall reimburse the above-mentioned expenses paid for by the Company on a pro-rated basis.

5.5 The Company shall provide an economy class air-ticket for you, your spouse and unmarried, dependent children under age 18; up to a maximum of 4 adult fare. The reimbursement of the air ticket (to be supported by original receipts) must be made within four (4) weeks after the date of joining the Company.

5.6 Transport will be by the most economical and direct route from the country of hire (not necessarily be the country of origin) to Singapore. Upon successful completion of the contract, the Company will similarly provide the return air-ticket (one-way economy

class) for you, your spouse and unmarried, dependent children under age 18; up to a maximum of 4 adult fare. In a situation where you are not returning to the country of hire upon completion, then the Company will reimburse up to the maximum of the equivalent airfare from Singapore to the country of hire or your home country, whichever is lower.

- 5.7 However, the return air-ticket will not be provided when you obtain Singapore Permanent Residence (SPR) status during your employment with the Company.

6 PRACTICING CERTIFICATE

- 6.1 The Company will pay for the costs of your practicing certificate and medical malpractice insurance for you to work at all public healthcare institutions under MOHH.

7 ANNUAL LEAVE

- 7.1 PGY1 shall be entitled to 21 working days per calendar year. PGY2 and above shall be entitled to 24 working days per calendar year.
- 7.2 The annual leave will be pro-rated according to completed calendar days where your period of service with the Company is less than a calendar year.
- 7.3 Such leave is to be taken at times convenient to the Company and not be accumulated without the prior written permission of the Company. Any unconsumed leave will be forfeited upon completion of each posting period.

8 TRAINING BENEFITS

- 8.1 You will be required to attend training courses as and when deemed necessary by the Company/Sponsoring Institution/Hospital. The Company may impose a service obligation for sponsorship of certain attachment or training courses depending on the cost and duration of the course, in accordance with prevailing Company policy.
- 8.2 Training leave will be approved by the reporting officer to attend formal, structured training courses organized and offered by the Sponsoring Institutions/ Hospitals.

9 MEDICAL/HOSPITALISATION BENEFITS CO-PAYMENT SCHEME

You and your family shall be entitled to the Company's Medical and Hospitalization Benefits Co-Payment Scheme as provided herein: -

- 9.1 "Family" for the purpose of this clause means: -
- 9.1.1 Your spouse who is unemployed and who does not enjoy medical benefits provided by his/her past employer, or if employed, is not entitled to medical benefits provided by his/her current employer; and
- 9.1.2 Your dependent children including step-children and legally adopted children who are under the age of 18 years and who are not provided with medical benefits by the current or past employer of your spouse.
- 9.2 The Company's Medical and Hospitalization Benefits Co-Payment Scheme includes the following: (Documentary proof of payment must be attached.)
- 9.2.1 Outpatient Treatment
- 9.2.2 Outpatient Specialist Consultation
- 9.2.3 Hospitalization Fees
- 9.3 Pre-existing Illnesses The Company's Medical & Hospitalization benefits Co-payment Scheme shall not cover any of your pre-existing illnesses.

- 10 DENTAL BENEFIT**
10.1 You are entitled to dental treatment expenses at any dental clinic for preventive and restorative treatment. Your family is not entitled to any such benefits.
- 11 SICK/HOSPITALISATION LEAVE**
You are eligible for Sick/Hospitalization Leave as follows:-
- 11.1 Sick Leave 14 working days per calendar year.
- 11.2 Hospitalization Leave 46 working days per calendar year. Where excess hospitalization leave is required, the unconsumed sick leave can be utilized as hospitalization leave.
- 11.3 Leave granted by a dental officer is considered as medical leave. Half day medical leave applications are not allowed.
- 12 MARRIAGE LEAVE**
Upon confirmation, you shall be eligible for three (3) working days of marriage leave upon your marriage. This must be consumed within one (1) year from the date of registration of marriage. Such leave must be continuous and half day applications are not allowed.
- 13 MATERNITY LEAVE (FOR FEMALE EMPLOYEE ONLY)**
Subject to a minimum of ninety (90) calendar days of continuous service and provided you are still in the employment of the Company, you shall be eligible for sixteen (16) weeks of paid maternity leave per occasion of child birth up to four (4) living children. For non-Singaporean births, maternity leave will be eight (8) weeks up to two (2) living children.
- 14 PATERNITY LEAVE (FOR MALE EMPLOYEE ONLY)**
Upon confirmation, you shall be eligible for three (3) working days of paternity leave on the occasion of your wife's first four (4) deliveries. The leave must be taken within one (1) month of the child's birth. Half day applications are not allowed.
- 15 ENHANCED CHILDCARE LEAVE**
If you have a Singaporean child under the age of seven (7), you will be eligible for six (6) days of paid childcare leave per year, of which two (2) days are subsumed under the Family Care Leave. To qualify, you must have at least three (3) months of continuous employment. Half day applications are not allowed.
- 16 NEW UNPAID INFANT CARE LEAVE**
You may apply for up to six (6) days of unpaid infant care leave per year if you have any Singaporean child under the age of two (2). To qualify, you must have at least three (3) months of continuous employment. Half day applications are not allowed.
- 17 COMPASSIONATE LEAVE**
The Company shall grant paid compassionate leave of up to a maximum of three (3) continuous calendar days (start from the day when death occurs and up to the last day of funeral/day for ash collection) per occasion in the event of the demise or three (3) working days in the event of critical illness of any of the following relatives of the employees: -
- a. grand-parents
 - b. grand-parents-in-law
 - c. parents
 - d. parents-in-law
 - e. spouse
 - f. children
 - g. siblings
- 17.1 Compassionate leaves are non-cumulative and half day applications are not allowed.
- 17.2 For the purpose of this clause, critical illness refers to a patient on a hospital's dangerously ill list.

18 FAMILY CARE LEAVE

Upon completion of three (3) months of continuous employment with the Company, you shall be entitled to three (3) working days of paid family care leave to take care of immediate family members who are unwell. Immediate family members under this clause refer to parent, parent-in-law and child below the age of twelve (12). Any unutilized family care leave may not be carried forward to the next year or encashed. Half day applications are not allowed.

The total of Compassionate and Family Care Leave shall not exceed seven (7) working days per year.

The total number (combined) of Family Care Leave, Enhanced Childcare Leave and Compassionate Leave cannot exceed ten (10) working days per year.

19 PUBLIC HOLIDAY

19.1 You will be entitled to the gazetted public holidays in Singapore.

19.2 You are not entitled to any additional remuneration for overtime work or for work on rest days.

20 TRAVEL INSURANCE

Travel insurance will also be provided when you travel on official business on behalf of the Company or as approved by the Company.

21 GROUP TERM LIFE & PERSONAL ACCIDENT INSURANCE

21.1 Group Term Life Insurance

The Company will provide a Term Life insurance coverage to employees effective only upon confirmation.

Coverage covers death and permanent disability and is subject to the acceptance by the insurance company and the terms and conditions of the policy. The coverage is worldwide, on a 24-hour basis and sum is 12 months of the total base salary. Any expenses incurred beyond the insurance coverage will be borne by employees.

21.2 Group Personal Accident Insurance

The Company will provide a Group Accident insurance coverage to employees effective only upon confirmation.

Coverage is subject to the acceptance by the insurance company and the terms and conditions of the policy. Coverage covers death and permanent disability, except suicide, self-injury, war participation in riots & competitive racing of any kind. The coverage is worldwide, on a 24-hour basis. The coverage for executive staff is 36 months of the total base salary and for non-executive staff is 12 months of the total base salary. Any expenses incurred beyond the insurance coverage will be borne by employees.

22 WORK INJURY COMPENSATION INSURANCE

Employees are covered under the Work Injury Compensation Insurance that covers against work-related death and disability in accordance with the provisions of the Work Injury Act.