



APPLICATION FOR SINGAPORE ACADEMY OF LAW POST-QUALIFICATION OVERSEAS ATTACHMENTS 2017/2018

INSTRUCTIONS

The Post-Qualification Overseas Attachments

The Singapore Academy of Law (“the Academy”) is **offering up to 5 overseas attachments** of between 10 to 12 weeks (“Attachments”) at Chambers in London, U.K. for the financial year 1 April 2017 to 31 March 2018. The sum to be awarded to each successful applicant shall be decided by the Academy, such sum to be commensurate with the duration of the Attachment and shall not be more than \$20,000.

The Academy shall decide in its absolute discretion where each successful applicant shall undergo his/her Attachment. The applicant may decide on the **duration of his Attachment** which **shall be between 10 to 12 weeks**, with the last day of the Attachment being **no later than 30 June 2018**.

Eligibility

Before you apply, please satisfy yourself of your eligibility for the award. Applicants must:

- a) be members of the Academy; and
- b) have between 3 to 10 years of post-qualification work experience as at 1 Jan 2017.

Applicants with interest in commercial litigation and/or arbitration are preferred.

Application Requirements

The application form must be accompanied by:

- a) photocopies of your educational certificates starting from ‘A’ level and degree scrolls; and
- b) a Personal Statement (no more than 500 words).

The originals should not be forwarded but must be produced upon request. All attachments to your application must bear your name. Documents submitted in support of your application are not returnable. A recent passport-sized photograph is to be attached on the application form in the space indicated. Please ensure **responses in this form are typed**.

Selection Process

Shortlisted candidates are required to attend interviews and may be required to write an essay on a topic to be selected by the Academy.

The Academy will consider any pro bono work and/or contributions made by the applicants to the wider community when assessing their applications.

Conditions of Awards

The Attachments award is subject to the Terms and Conditions attached at Annex A.

Please email your softcopy application in MS Word / Adobe to awards@sal.org.sg with the email header ‘Application for the SAL Overseas Attachments 2017/18’. In it, please attach all necessary documents in one zipped folder.

All applications must reach the Academy **before 4.30pm on Thursday, 13 April 2017**.

OTHER INFORMATION

Answer the following questions by inserting "YES" or "NO" into the boxes in the right margin. If "YES" give details below:	1. Have you been or are you suffering from any physical impairment or disease?	
	2. Have you ever been charged in a court of law in any country?	

Details, if any, of physical impairment, disease, conviction or discharge.

REFEREES (Give names of two persons who are in senior positions and are familiar with you/your work)

Name	Occupation	Years known	Address/E-mail/ Telephone nos.

DECLARATION

I declare that the particulars stated in this application and the attachments are true to the best of my knowledge and belief, and that I have not wilfully suppressed any material fact.

_____ Date

_____ Signature of Applicant

SINGAPORE ACADEMY OF LAW
POST-QUALIFICATION OVERSEAS ATTACHMENTS 2017/2018

TERMS AND CONDITIONS

Award of the Post-Qualification Overseas Attachments (“Attachments”)

Note: In these Terms and Conditions, the term “he” or “him” shall be used to refer to the applicant, whether male or female.

1. The Academy shall in its discretion, decide whether and, if so, to whom the Attachments should be awarded, and the amount to be awarded to each successful applicant (which shall not be more than \$20,000), such sum to depend on the length of Attachment.
2. An applicant, upon being notified that the application is successful, shall inform the Academy of his/her acceptance in writing within 14 days after the date of the notification, failing which the award will be deemed to have been withdrawn, unless otherwise agreed to in writing by the Academy.
3. The terms and conditions herein shall apply to successful applicants for the Attachment and successful applicants shall be deemed to have agreed to all such terms and conditions upon receipt by the Academy of the acceptance referred to in Rule 2 above.

The successful applicant shall undergo his/her Attachment during the period set out in the First Schedule (“the Duration”).

The Academy will try to accommodate and arrange the applicants to be attached to their preferred Chambers. However, in the event that the Chambers are unable to offer placements during their preferred period, the Applicants have to accept and be attached to the Chambers assigned by the Academy.

- 3.1 The Attachment monies granted under this award shall be paid to the successful applicant to enable him/her to make the necessary payments for reasonable expenses related to the Attachment such as travel, accommodation and living expenses.
- 3.2 If the successful applicant, without just and reasonable cause, fails to complete his/her Attachment, or fails to undergo his/her Attachment for the Duration, he may be required, at the sole discretion of the Academy, to repay all or any part of the monies paid by the Academy on account of the Attachment. In this regard, the applicant shall on demand in writing by the Academy, repay within 28 days all sums, or any part thereof, paid by the Academy in relation to the Attachment and if he/she fails to do so, the total amount set out in the demand in writing shall be a debt due and owing from the successful applicant to the Academy.
- 3.3 The successful applicant shall, upon completing the Attachment, work in Singapore in the legal industry for a period of time to be decided by the Academy (“the Bond”). The Academy shall compute the duration of the Bond based on a guideline of 6 weeks’ Bond for each week of Attachment. The duration of the Bond shall be reckoned from his/her first day of work after returning from the Attachment. Working in the legal

industry shall include work in the course of employment in a legal institution (which shall include Legal Service), law firm or law-related organisation or undertaking any law-related work. The Academy's decision as to what satisfies this obligation shall be final.

- 3.4 The successful applicant shall contribute his/her legal knowledge and participate actively in the work of the Academy for the duration of the Bond. Contribution shall include, but is not limited to, serving on a Committee of the Academy.
- 3.5 The successful applicant shall, upon completing the Attachment, provide a written report to the Academy of his/her experience and observations of the Attachment, including suggestions to improve the Attachment scheme, if any. This report shall be submitted to the Academy no later than one month after the end of the Attachment.
- 3.6 The successful applicant and two Guarantors shall execute a Letter of Undertaking and Guarantee in the form set out at Annex A(1) .

Revocation of the Attachment

4. The Attachment awarded to the successful applicant may be revoked by the Academy at any time, without prior notice, after the occurrence of any of the following events:
 - 4.1 The discovery by the Academy of the wilful inclusion or submission by the applicant, by way of documents or otherwise, of false, inaccurate or misleading information pursuant to an application made by him.
 - 4.2 The refusal or failure of the successful applicant to provide information in response to a request for information.
 - 4.3 The refusal or inability of the successful applicant to commence the Attachment on the date as stipulated by the Academy or to undergo the Attachment for a continuous period.
 - 4.4 The discovery by the Academy of the existence of any matter which, if the successful applicant were an advocate and solicitor, might render him liable to be struck off the roll or suspended from practice under section 83(1) of the Legal Profession Act (Cap.161).
5. In the event that the Attachment is revoked for any reason, the successful applicant shall, on demand in writing by the Academy, repay within 28 days after the date of the demand all sums, or any part thereof, paid by the Academy in relation to the Attachment and if he/she fails to do so, the total amount set out in the demand shall be a debt due and owing from the successful applicant to the Academy.
6. In any proceedings to recover from the successful applicant any or all sums paid by the Academy in relation to the Attachment, a statement in writing from the Academy to the effect that monies are due and owing from the successful applicant to the Academy as monies paid in relation to the Attachment shall be conclusive and irrebuttable evidence as against the successful applicant that such monies: (1) were paid in relation to the Attachment; and (2) that such monies are due and owing to the Academy.

Date:

To: Singapore Academy of Law
1 Supreme Court Lane
Level 5M
Singapore 178879

Dear Sirs

LETTER OF UNDERTAKING AND GUARANTEE

Award of Overseas Attachments

1. We,

(1) _____ of

(NRIC No. _____) (“the Trainee”); and

(2) _____ of

(NRIC No. _____ *) and

(3) _____ of

(NRIC No. _____ *) (“the Guarantors”);

**please provide photocopy of NRIC (front and back)*

refer to the letter dated _____ whereby the Singapore Academy of Law, a body corporate established under the Singapore Academy of Law Act (CAP. 294A) and having its office at 1 Supreme Court Lane, Level 5M, Singapore 178879 (“the Academy”), has, at the Trainee’s and Guarantors’ request, agreed to award the Post-qualification Overseas Attachment (“Attachment”) to the Trainee to undergo an attachment at the firm or chambers specified in the **First Schedule** to this Letter and to grant the Trainee an Attachment sum as set out in the **Second Schedule** to this Letter in respect of the Attachment (“the Attachment Sum”).

Trainee's Undertaking as to completion of Attachment and employment in Singapore

2. In consideration of the Academy having at my and the Guarantors' requests agreed to grant me the Attachment Sum, I will:
 - (a) commence and complete the Attachment according to the terms of this Letter;
 - (b) apply myself diligently during the Attachment to the satisfaction of the supervisors of the Attachment;
 - (c) undergo my Attachment continuously during the period specified in the First Schedule;
 - (d) return to Singapore immediately upon the completion of my Attachment, and upon my return, work in the legal industry in Singapore for a period of not less than _____ weeks ("the Bond"), such period to be reckoned from my first day of work after returning from the Attachment. Working in the legal industry shall include work in the course of employment in a legal institution (which shall include Legal Service), law firm or law-related organisation or undertaking any law-related work. The Academy's decision as to what satisfies this obligation shall be final;
 - (e) upon my return, contribute my legal knowledge and participate actively in the work of the Academy for the duration of the Bond;
 - (f) absolve the Academy from all liability to me which may be sustained by reason of or during the Attachment; and
 - (g) indemnify the Academy against all actions, demands, costs and expenses taken or made against the Academy or incurred by the Academy in respect of any liability to a third party due to my default during or in relation to the Attachment.
3. I will not during the Attachment:
 - a) engage in any other occupation, either remunerative or otherwise or in any business outside the Attachment except with the prior written approval of the Academy; or
 - b) participate in activities which are or likely to bring disrepute to the Academy.
4. I agree and confirm that the Academy may at any time withdraw or terminate the Attachment by giving me 14 days' written notice if my conduct during the Attachment is in the opinion of the Academy unsatisfactory or if I breach any of my obligations set out in this Letter.
5. If I:
 - (a) abandon the Attachment or without good reason fail or render myself unable to complete the Attachment, or to undergo the Attachment for a continuous period;
 - (b) have the Attachment withdrawn or terminated on the grounds that my conduct during the Attachment is in the opinion of the Academy unsatisfactory or for any breach of any of my obligations set out in this Letter;
 - (c) refuse or, in the opinion of the Academy, wilfully render myself unable to serve the Bond in accordance with the provisions of this Letter;
 - (d) am convicted by a court of law in any country before the expiry of the Bond for an offence involving dishonesty or moral turpitude, being an offence which, in the opinion of the Academy, brings disrepute to the Academy; or
 - (e) have to leave my employment or partnership on the ground of misconduct, negligence or incompetence in the performance of duties before the expiry of the Bond;

I agree to pay to the Academy on demand the amount of damages specified in the **Third Schedule** to this Letter.

6. I agree and confirm that my obligation and liability under Clause 5 is joint and several with that of the Guarantors and confirm that it will bind my personal representatives, successors and assigns.

Guarantors' Guarantee

7. In consideration of the Academy having agreed, at the Trainee's and our requests, to grant the Attachment Sum set out in the Second Schedule to the Trainee, we, the Guarantors jointly and severally agree to pay on demand to the Academy the amount of damages specified in the Third Schedule to this Letter if the Trainee:

- (a) abandons the Attachment or without good reason fails or renders himself unable to complete the Attachment or to undergo the Attachment for a continuous period;
- (b) has the Attachment withdrawn or terminated on the ground that his conduct during the Attachment is in the opinion of the Academy unsatisfactory or for any breach of any of his obligations set out in this Letter;
- (c) refuses or, in the opinion of the Academy wilfully renders himself unable to serve the Bond in accordance with the provisions of this Letter;
- (d) is convicted by a court of law in any country before the expiry of the Bond for an offence involving dishonesty or moral turpitude, being an offence which, in the opinion of the Academy, brings disrepute to the Academy; or
- (e) has to leave his employment or partnership on the ground of misconduct, negligence or incompetence in the performance of his duties before the expiry of the Bond.

8. We agree and confirm that the above guarantee will bind our personal representatives, successors and assigns.

Resignation during Bond with Consent

9. However, if the Trainee leaves the legal industry at any time during the Bond with the consent of the Academy, then notwithstanding Clauses 5 and 7, the Trainee and Guarantors understand and agree that the amount of damages payable by the Trainee and the Guarantors under those Clauses may, at the discretion of the Academy, be reduced by a reasonable amount in the Academy's discretion which takes into consideration the weeks which the Trainee has served in the legal industry.

Variation of Schedules

10. The Trainee and Guarantors understand and agree that the Academy will be at liberty to vary the Schedules to this Letter, provided the Trainee is given 14 days' prior written notice of such variation and any such variation will not discharge the Trainee or any of the Guarantors from their obligations under this Letter.

Waiver of Rights

11. We confirm and agree that the Academy shall be at liberty, without prior notice to us at any time and without in any way discharging us from our guarantee under this Letter:

- (a) to change the obligations to be undertaken by the Trainee under this Letter;
- (b) to establish any other arrangement between the Trainee and the Academy; or
- (c) to grant time or other indulgence to the Trainee in the performance of his obligations under this Letter.

12. We further confirm and agree that any neglect or forbearance of the Academy in enforcing any of its rights in respect of any breach by the Trainee of any of his obligations under this Letter shall not in any way affect or prejudice the guarantee we have given under this Letter.

Replacement of Guarantor

13. If at any time during the continuation of the guarantee any one of the Guarantors:

- (a) dies;
- (b) ceases to reside within or remains outside Singapore for more than 12 consecutive months; or
- (c) is adjudged a bankrupt;

(the duty being on the Trainee to report these events to the Academy), the Trainee and the guarantors agree that the Trainee and the remaining guarantor will without delay take steps to replace the Guarantor who has died, is outside Singapore or is bankrupt, as the case may be, with a substitute guarantor who is acceptable to the Academy.

14. The Trainee and the Guarantors further agree that if the Trainee and the remaining Guarantor are unable to find a substitute guarantor, the Trainee and remaining Guarantor shall pay on demand to the Academy such amount of damages calculated in the same proportion as the number of uncompleted weeks not yet served by the Trainee out of the total Bond.

Mediation

15. The Trainee and the Guarantors agree that in the event of any dispute arising out of or relating to this Letter, they shall not proceed to litigation or any other form of dispute resolution UNLESS they have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

Terminology

16. In this Letter, the term "he", "him" or "himself" shall be used to refer to the Trainee, whether male or female.

Yours faithfully,

Name and signature of Trainee

Name and signature of first Guarantor

Name and signature of second Guarantor

