



GENERAL TERMS AND CONDITIONS FOR MyASEAN INTERNSHIP PROGRAMME

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1. Introduction

- 1.1. Talent Corporation Malaysia Berhad (Company No.: 201001035653 (919577-H)) (“**TalentCorp**”) is an agency under the Malaysian Ministry of Human Resources that drives Malaysia’s talent strategy towards becoming a dynamic talent hub by attracting, nurturing, and retaining the right expertise to spur economic growth. TalentCorp initiates and facilitates initiatives that will help country meet its talent needs, by working closely and building partnerships with leading companies and Government agencies (“**Purpose**”).



- 1.2. Pursuant to the Purpose, TalentCorp has implemented a talent mobility programme (internship programme) known as '**MyASEAN Internship**' ("**MyASEAN Internship Programme**").
- 1.3. These general terms and conditions shall constitute entire agreement between the applicant(s) ("**Applicant(s)**") including the Successful Applicant (as defined under Paragraph 2.4 below) and TalentCorp pursuant to the applicant's intention to participate in MyASEAN Internship Programme as made available by TalentCorp from time to time ("**Terms and Conditions**"). By participating in the MyASEAN Internship Programme, the Applicant hereby agrees and undertakes with TalentCorp to be bound by the following Terms and Conditions.

2. **MyASEAN Internship Programme**

2.1. Details of the MyASEAN Internship Programme

- (a) MyASEAN Internship Programme is an internship programme implemented by TalentCorp to provide an opportunity to the Applicant to undergo internship at an intended host company, which is registered with TalentCorp for the purpose of the MyASEAN Internship Programme ("**Host Company**").
- (b) Duration for internship at Host Company for MyASEAN Internship Programme.
 - (i) The Successful Applicant (as defined under Paragraph 2.4(a)(i)) of this Terms and Conditions) is required to undergo an internship with the Host Company for a minimum period of **2 months** up to maximum period of **12 months** ("**Internship Period**") which shall be reflected in Internship Agreement (as defined under Paragraph 2.4(a)(i)) of this Terms and Conditions), executed by the Host Company and the Successful Applicant

2.2. Mechanism for the MyASEAN Internship Programme

- (a) Outbound
 - (i) Outbound mechanism is referred for the Malaysian Applicant who intends to undergo the internship with Host Company outside of Malaysia.



(b) Inbound

- (i) Inbound mechanism is referred for the foreign Applicant who intends to do undergo the internship with Host Company in Malaysia.

2.3. Eligibility of the Applicant

- (a) The Applicant who intends to participate in the MyASEAN Internship Programme shall fulfil the following criteria:

- (i) The Applicant must be between 18 to 24 years old;
- (ii) The Applicant must be currently pursuing Bachelor's Degree or equivalent certificates from reputable universities as approved by TalentCorp or within **six (6) months** period from the completion of the Bachelor's Degree or equivalent certificates;
- (iii) Minimum CGPA 3.0 or second-class upper equivalent for current academic results; and

2.4. Processes for participation in the MyASEAN Internship Programme

- (a) Methods to participate in the MyASEAN Internship Programme:

(i) General Application Processes

- (1) The Applicant shall complete the application form for the MyASEAN Internship Programme ("**Application Form**") which can be accessed by the Applicant at TalentCorp's website located at www.talentcorp.com.my/myaseaninternship ("**Website**").
- (2) The Host Company shall share internship positions which are available at the Host Company including list of preferred criteria at <https://talentcorp.my/MyASEAN-EmployerRequirementForm>.
- (3) TalentCorp shall assist and/or facilitate the Applicant and the Host Company by filtering all applications made by the interested Applicants to be in line with the requirement imposed by TalentCorp for the MyASEAN Internship Programme and to comply with preferred criteria imposed by the Host Company.



- (4) Subject to the Terms and Conditions, upon request by the Host Company, TalentCorp will share the Applicant's curriculum vitae to the Host Company for interviewing and hiring purposes.
- (5) The Host Company shall liaise and/or communicate directly with the Applicant for the purpose of interviewing and/or hiring purposes.
- (6) The Host Company shall notify TalentCorp on the successful Applicant ("**Successful Applicant**") to be hired by such Host Company under the MyASEAN Internship Programme and shall furnish the following documents to TalentCorp:
 - (a) Copy of identification card or passport of the Successful Applicant;
 - (b) Academic Transcript of the Successful Applicant; and
 - (c) Executed letter offer or any other similar agreement/document by the Successful Applicant and the Host Company, to reflect on the internship's terms and conditions of the Successful Applicant with the Host Company including the details of the duration of the internship and location of the internship ("**Internship Agreement**").
- (7) Additional documents to be provided by the Successful Applicant and/or the Host Company:
 - (a) Receipt of visa application, if applicable, including receipt for return flight ticket for incentive purposes (as further described under Paragraph 2.5 of this Terms and Conditions);
 - (b) Bank details of Successful Applicant/Host Company (including document of proof); and
 - (c) A copy of national registration identity card of the Successful Applicant (if the fees for the visa and/or the return flight ticket is borne by the Successful Applicant).
- (8) TalentCorp to communicate with the Successful Applicant to request for relevant documents from the Successful Applicant for



the purpose of incentive processes including to share link for 'MyASEAN Internship - Intern Information Form' ("**Intern Information Form**") via email which shall be completed by the Successful Applicant.

- (9) Subject to full satisfaction by TalentCorp on the documents, clarifications and/or confirmation provided by the Successful Applicant/Host Company, TalentCorp shall process the incentive accordingly, subject to this Terms and Conditions.

(ii) Endorsement Processes - Internship placement by the Successful Applicant

- (1) The Applicant to find any company for internship purposes using his/her own resources.
- (2) Successful Applicant to contact 'Career Centre' or 'International Office' at respective University to report placement that meets criteria of MyASEAN Internship Programme.
- (3) University to notify and provide TalentCorp the list of the Successful Applicants including the details of the companies for the purpose of internship for TalentCorp's consideration.
- (4) TalentCorp to communicate with the Successful Applicant to request for relevant documents from the Successful Applicant for the purpose of incentive processes including to share link of Intern Information Form via email which shall be completed by the Successful Applicant.
- (5) Documents to be provided by the Successful Applicant:
 - (a) Copy of identification card and/or passport of the successful Applicant;
 - (b) Curriculum vitae and/or resume of the Successful Applicant;
 - (c) Academic transcript of the Successful Applicant;
 - (d) Internship Agreement, duly executed by the company and the Successful Applicant;



- (e) Receipt of visa application, if applicable, including receipt for return flight ticket for incentive purposes (as further described under Paragraph 2.5 of this Terms and Conditions); and
 - (f) Bank details of the Successful Applicant (Document of Proof).
- (6) Subject to full satisfaction by TalentCorp on the documents, clarifications and/or confirmation provided by the Successful Applicant/the company, TalentCorp shall endorse the company as 'Host Company' under the MyASEAN Internship Programme and process the incentive accordingly, subject to this Terms and Conditions.
- (iii) Endorsement Processes – Internship placement by the Host Company
- (1) Host Company shall identify intern(s) by utilising its resources.
 - (2) Host Company to notify and provide TalentCorp the list of the Successful Applicants for the purpose of internship for TalentCorp's consideration.
 - (3) Documents to be provided by the Host Company:
 - (a) Copy of identification card and/or passport of the successful Applicant;
 - (b) Curriculum vitae and/or resume of the Successful Applicant;
 - (c) Academic transcript of the Successful Applicant; and
 - (d) Internship Agreement, duly executed by the company and the Successful Applicant.
 - (4) TalentCorp to communicate with the Successful Applicant to request for relevant documents from the Successful Applicant for the purpose of incentive processes including to share link of Intern Information Form via email which shall be completed by the Successful Applicant.
 - (5) Additional documents to be provided by the Successful Applicant and/or the Host Company:



- (a) Receipt of visa application, if applicable, including receipt for return flight ticket for incentive purposes (as further described under Paragraph 2.5 of this Terms and Conditions);
 - (b) Bank details of Successful Applicant/Host Company (including document of proof); and
 - (c) A copy of national registration identity card of the Successful Applicant (if the fees for the visa and/or the return flight ticket is borne by the Successful Applicant).
- (6) Subject to full satisfaction by TalentCorp on the documents, clarifications and/or confirmation provided by the Successful Applicant/Host Company, TalentCorp shall process the incentive accordingly, subject to this Terms and Conditions.

2.5. Incentive to be provided by TalentCorp under the MyASEAN Internship Programme

- (a) Notwithstanding to any other terms and/or provisions of this Terms and Conditions, the incentive as described under Paragraph 2.5 is only applicable to **outbound programme** only and for physical internship only (non-virtual internship).
- (b) Details of the incentive:
 - (i) Return Flight Ticket
 - (1) TalentCorp agrees to reimburse the Successful Applicant for the costs of 1 time return flight ticket, economy class ("**Return Flight Ticket**") up to a maximum of **RM1,500.00** only for the cost of the Return Flight Ticket, for the purpose of internship by such Successful Applicant with the Host Company under the MyASEAN Internship Programme.
 - (ii) Visa
 - (1) TalentCorp also agrees to reimburse fees for visa, if applicable, imposed by the immigration department, up to a maximum of **RM500.00** only, for the purpose of internship by such Successful Applicant with the Host Company under the MyASEAN Internship



Programme. Any other additional costs pertaining to the visa shall be borne solely by the Successful Applicant.

- (iii) Any other additional costs and/or expenses for such Return Flight Ticket such as costs for rescheduling the date and time of the Return Flight Ticket, upgrading the Return Flight Ticket from economy class to business class and so forth shall be borne solely by the Successful Applicant.
- (iv) The reimbursement of the costs for the Return Flight Ticket and visa provided by TalentCorp for the purpose of the MyASEAN Internship Programme is one (1)-time benefit only.
- (v) TalentCorp shall not be obligated to make payment for such reimbursement in the event the Successful Applicant opts to exit from the MyASEAN Internship Programme at any time prior to reimbursement made by TalentCorp to the Successful Applicant.
- (vi) For avoidance of doubt, in the event the Successful Applicant opts to exit from the MyASEAN Internship Programme prior to the expiry of the Internship Agreement, after TalentCorp reimburse the costs for the Return Flight Ticket and visa, if applicable, the Successful Applicant undertakes and covenants with TalentCorp to refund the reimbursement made by TalentCorp upon receipt notice by the Successful Applicant from TalentCorp.
- (vii) The above provisions shall not be applicable in the event the Successful Applicant opts to exit from the MyASEAN Internship Programme prior to the expiry of the Internship Agreement due to the following impediments:
 - (1) war, whether declared or not, or any other armed conflict, military or non-military interference by any third-party state or states, act of terrorism or serious threat of terrorist attacks; or
 - (2) civil riot, sabotage or piracy, strike or boycott; or
 - (3) act of government, requisition, nationalisation, or any other acts of authority whether lawful or unlawful, blockade, siege or sanction; or



- (4) accident, fire, explosion; or
- (5) natural disaster such as, but not limited to, storm, cyclone, hurricane, earthquake, landslide, flood, drought; or
- (6) plague, epidemic, pandemic, other viral outbreak, including any acts or orders of governments or public authorities based thereon; or
- (7) personal reasons which are deemed to be reasonable by TalentCorp; or
- (8) any event similar to the ones listed under (1) to (7) above.

3. Roles and Obligations

3.1. Roles and obligations of TalentCorp for the purpose of the MyASEAN Internship Programme shall include but not limited to the followings:

- (a) TalentCorp is only acting as a liaison entity between the Applicant and the Host Company for MyASEAN Internship Programme. TalentCorp is responsible in arranging and promoting application made by the Applicant under MyASEAN Internship Programme to ASEAN participating companies which are located in ASEAN countries subject to the sole discretion of TalentCorp.
- (b) All salary, commission, allowances, remuneration and benefits for the internship shall be borne by the Host Company solely subject to the terms and conditions of the Internship Agreement between the Successful Applicant and the Host Company.

3.2. Roles and obligations of the Host Company for the purpose of the MyASEAN Internship Programme shall include but not limited to the followings:

- (a) The Host Company shall be responsible for the engagement with the Successful Applicant during the Internship Period including but not limited to the preparation of the Internship Agreement between the Successful Applicant and the Host Company, conducting probation/orientation period to the Successful Applicant, make necessary payment for salary, commission, allowances and/or remuneration to the Successful Applicant (as agreed between the Host Company and the Successful Applicant in the Internship



Agreement), managing insurance coverage (if applicable for medical and professional coverage) and safety of the Successful Applicant during the Internship Period.

- (b) The Host Company shall provide necessary documentations for the purpose of the MyASEAN Internship Programme as requested by TalentCorp, failure of which, TalentCorp reserves the absolute rights to remove the Host Company including the Successful Applicant from the MyASEAN Internship Programme.
- (c) The Host Company shall provide sample of module which shall be used by the Host Company to the Successful Applicant during the Internship Period to TalentCorp.
- (d) The Host Company shall assign minimum of **1 contact person** in Malaysia and in the country where the internship take place, to act as liaison person between TalentCorp, the Successful Applicant and the Host Company. For clarification purposes, in the event the Host Company is located outside Malaysia with no headquarters or counterparts in Malaysia, TalentCorp shall liaise directly with the representative of the Host Company.

3.3. Roles and obligations of the Successful Applicant for the purpose of the MyASEAN Internship Programme shall include but not limited to the followings:

- (a) The Successful Applicant shall provide written notification to TalentCorp in the event of changes in contact details of the Successful Applicant including but not limited to the changes in email address, telecommunication numbers, address, emergency contact numbers or any other information for TalentCorp's record purposes.
- (b) The Successful Applicant shall provide necessary documentations for the purpose of MyASEAN Internship Programme as requested by TalentCorp, failure of which, TalentCorp reserves the absolute rights to remove the Successful Applicant from the MyASEAN Internship Programme.
- (c) The Successful Applicant shall provide written weekly/monthly report to TalentCorp (as requested by TalentCorp) during the Internship Period with the Host Company.
- (d) The Successful Applicant shall report to Malaysian Embassy in respective country of the Host Company before commencing the internship.



- (e) The Successful Applicant is required to complete online questionnaires as provided by TalentCorp upon completion of the Internship Period.
- (f) The Successful Applicant hereby undertakes with TalentCorp to abide to all rules, regulations, and law in the country where the internship takes place.
- (g) The Successful Applicant shall arrange all transportation and/or accommodation including but not limited to the visa arrangements for the purpose of the internship at the Host Company.

4. Other Terms and Conditions

4.1. Personal Data Protection

- (a) By participating in the MyASEAN Internship Programme, the Applicant hereby agrees that TalentCorp, including but not limited to its partners, employees, agents and/or representatives, to collect, store, process and/or use the Applicant's personal data, which may include but not limited to Applicant's name, address, telephone number, national registration identification card number and email address ("**Personal Data**"), for the purpose of it was collected, which among others are to provide information to the Applicant pertaining to the MyASEAN Internship Programme.
- (b) The Applicant hereby gives consent to TalentCorp, including but not limited to its partners, employees, agents and/or representative, to disclose the Personal Data to relevant authorities and/or third parties, where required by law or for legal purposes.

4.2. Intellectual Property Rights

- (a) All reports, materials and/or compilation of materials pursuant to the MyASEAN Internship Programme shall become the exclusive properties of TalentCorp and shall not be returned to the Applicant. The Applicant hereby agrees to grant TalentCorp, including but not limited to its partners, employees, agents and/or representatives, unconditional and irrevocable rights to publish such reports, materials and/or compilation of materials in any formats at TalentCorp's website or other platforms as determined by TalentCorp.

4.3. Violation of Laws



- (a) Any attempt to deliberately damage or undermine the legitimate operation of this MyASEAN Internship Programme is a violation of criminal and civil laws and TalentCorp, including but not limited to its partners, employees, agents and/or representatives of the programme reserve the right to seek damages from those making such attempts to the fullest extent permitted by law.

4.4. Governing Laws

- (a) All disputes and differences arising hereunder shall be governed by and interpreted in accordance with the laws for the time being in force in Malaysia. Parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia in respect of any claim or proceeding arising from these terms and conditions, and to obey any order or judgment of the courts in respect of such claim or proceedings.

4.5. Prohibited Conduct

- (a) Applicants are prohibited from making threats, engaging in crime, violent and dangerous activities. This list of behaviours, while not inclusive, provides examples of conduct that is prohibited:
 - (i) Causing physical injury to another person;
 - (ii) Making threats of any kind;
 - (iii) Aggressive, hostile or violent behaviours, such as intimidation of others; attempts to instil fear in others; or subjecting others to emotional distress;
 - (iv) Other behaviour which suggests a propensity toward violence, which may include belligerent speech, excessive arguing or swearing, sabotage or threats of sabotage or a demonstrated pattern of refusing to follow the MyASEAN Internship Programme's policies and/or procedures;
 - (v) Possession of a weapon without license; or
 - (vi) Committing acts motivated by, or related to, sexual harassment or domestic violence.



- (b) In the event the Applicant is found guilty for any of the above prohibited conducts, TalentCorp reserves the absolute right to remove the Applicant from the MyASEAN Internship Programme.

4.6. Exclusion of Liability

- (a) TalentCorp shall not be responsible and/or held liable to the following including but not limited to:
 - (i) errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices or transmission lines;
 - (ii) data corruption, theft, destruction, loss, unauthorized access to or alteration of the application;
 - (iii) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in the Applicant's e-mail account to receive e-mail messages;
 - (iv) misconduct of any kind, as described, but not limited to, under Paragraph 4.5 above;
 - (v) for any unpaid salaries, commissions, fees, allowances and/or remunerations payable by the Host Company under the Internship Agreement to the Successful Applicant; and
 - (vi) for any injuries, damages and/or losses suffered by the Applicant and/or the Host Company pertaining to their participation under the MyASEAN Internship Programme.

4.7. Miscellaneous

- (a) TalentCorp reserves absolute right at its absolute discretion and without liability whether to:
 - (i) change, modify, alter, adapt, add or remove any of the terms and conditions contained herein; and/or



- (ii) change, suspend or discontinue any aspect of the MyASEAN Internship Programme.
- (b) The changes and/or modification as described under Paragraph 4.7(a)(i) above will be posted on the Website, if functioning.
- (c) By participating in the MyASEAN Internship Programme, the Applicant hereby agrees (and on behalf of the Applicant's heirs, assignees, executors and administrators) to release, discharge, indemnify and hold TalentCorp, including but not limited to its partners, employees, agents and/or representative, harmless from and against any and all liabilities, losses or damages of any kind, to persons or property, resulting in whole or in part, directly or indirectly, from Applicant's participation in the MyASEAN Internship Programme.