



General Terms and Conditions for mynext Talent Programme

A. Table of Content

Paragraph	Details	Page
1	Introduction	2
2	About mynext Talent Programme	
2.1	Details of the mynext Talent Programme	3
2.2	mynext Profiling Suite	4
2.3	The Internship	5
2.4	Career Path	5
2.5	TalentCorp Internship Programme	6
2.6	Eligibility of the Talent	7
2.7	Registration Processes	7
3	Roles and Obligations	
3.1	MyNext	8
3.2	Talent	8
4	Other Terms and Conditions	
4.1	Personal Data Protection	9
4.2	Intellectual Property Rights	9
4.3	Violation of Laws	9
4.4	Governing Laws	9
4.5	Prohibited Conduct	10
4.6	Exclusion of Liability	11
4.7	Miscellaneous	12



1. Introduction.

- 1.1. **Talent Corporation Malaysia Berhad** (Company No.: 201001035653 (919577-H)) ("**TalentCorp**") is an agency under Malaysian Ministry of Human Resources of Malaysia 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. **MyNext Sdn Bhd** (*formerly known as GEMS Malaysia Sdn Bhd*) (Company No.: 200901017217 (860313-U)) ("**MyNext**"), is a company wholly owned by TalentCorp with the main objective to promote initiatives for human capital building and efforts in mobilising talent (graduates and professionals) to meet Malaysia's market demands and needs for talent as well as regional and global talent needs by collaborating between government agencies, higher learning institutions and private sectors ("**Objective**").
- 1.3. Pursuant to the Purpose and the Objective, MyNext has implemented a program known as '**mynext Talent Programme**' that aims to support students and individuals in the workforce ("**Talent(s)**") by providing access to profiling tools that enable them to discover their strengths, interests, and employable traits, and connect them directly to ideal internship programmes ("**mynext Talent Programme**").
- 1.4. These general terms and conditions shall constitute the entire agreement between Talent and MyNext pursuant to the Talent's participation in the mynext Talent Programme as made available by MyNext from time to time ("**Terms and Conditions**"). By participating in the mynext Talent Programme, the Talent hereby agrees and undertakes with MyNext to be bound by the following terms and conditions.



2. About the mynext Talent Programme

2.1. Details of the mynext Talent Programme:

- (a) By participating in the mynext Talent Programme, the Talent would be given access to 'mynext Profiling Suite Platform' ("**Platform**") by MyNext. Through the Platform, the Talent will be able to enjoy the following perks and/or benefits:
- (i) the Talent would be able to obtain a comprehensive self-discovery assessments report ("**Assessment Report**") generated by the Platform for free via 'mynext profiling suite' which was curated specifically by experienced psychologists and educationalists ("**mynext Profiling Suite**");
 - (ii) the Talent would be able to gain access to a free English proficiency test that includes a series of grammar and comprehension questions to identify areas that require improvements;
 - (iii) the Talent would be able to explore career paths beyond the status quo of the Talent's field of study that opens the doors to a journey of self-discovery and possibilities ("**Career Path**");
 - (iv) the Talent would be able to access limitless internship opportunities from all over Malaysia with participating entity(ies) under the mynext Talent Programme ("**Participating Entity(ies)**") matched automatically to the Talent based on the Talent's personal profiling, all via the Platform ("**Internship**");
 - (v) the Talent would be able to generate industry-standard curriculum vitae through the Platform without the hassle of manual applications by applying for internships seamlessly at the Talent's desired Participating Entity(ies) directly via the Platform; and
 - (vi) the Talent would be able to enrol into internship programmes endorsed by TalentCorp and/or MyNext that ensures industry-relevant, conducive internship experiences ("**TalentCorp Internship Programme**");



2.2. mynext Profiling Suite

(a) mynext Profiling Suite introduces 5 career-related assessments which are as follows:

- (i) work values;
- (ii) work interests;
- (iii) personality and motivation;
- (iv) the future of work; and
- (v) employability.

(b) An overview of mynext Profiling Suites for Talents:

(c) For avoidance of doubt, Talent hereby agrees and acknowledges that results which are reflected in the Assessment Report generated from mynext Profiling Suite are not final and/or conclusive and are depending on the conditions and/or states of Talent in carrying out the assessments through mynext Profiling Suite at that point of time. Talent hereby further agrees and acknowledges that Talent Corporation shall not be liable for the results reflected in the Assessment Report and shall keep Talent Corporation indemnified in respect thereof.



2.3. The Internship

- (a) Upon completion of registration by Talents through the Platform for the purpose of mynext Talent Programme, Talents who are interested to apply for internship opportunities with Participating Entities can then browse through internship positions, which are offered by the Participating Entities, that have been specially curated to them based on the assessment results via the Platform.

2.4. Career Path

- (a) Talents can also utilise the 'Career Explorer' feature in the Platform to discover potential career paths that they may want to look into when planning for their professional journey. The career suggestions which are included in the Career Path portion are segregated into 5 zones, whereby zone 1 requires the least amount of training and whereas zone 5 requires some sort of preparation in order to excel. These results are based on the Talent's personal profiling populated from the 'work values' and 'work interests' assessments of the mynext Profiling Suite.



2.5. TalentCorp Internship Programme

(a) Talent would also be able to choose any type of internships offered by TalentCorp and/or MyNext under the TalentCorp Internship Programme. The 2 types of the internship which are currently implemented by TalentCorp under the TalentCorp Internship Programme are as follows:

(i) General Internship ("**General Internship Programme**")

Features:

- (1) Flexibility for the Talent to choose duration of internship period.
- (2) No minimum allowance imposed on the entities that offer the internship positions.

(ii) National Structured Internship Programme ("**MySIP Programme**")

Features:

- (1) Minimum of 10 weeks period of internship placement with the entities.
- (2) Minimum of RM600.00 allowance to be paid by the entities to the interns during the internship period for interns that hold master's degree, bachelor's degree, professional certificate or equivalent.
- (3) Minimum of RM500.00 allowance to be paid by the entities to the interns during the internship period for interns that hold diploma, Malaysian Skills Certificate (SKM) level 1 to level 5 or equivalent.
- (4) Internship framework approved by TalentCorp to ensure industry-relevant internship experience.

(b) Notwithstanding to the above, the Talent hereby agrees and acknowledges with MyNext that the features for the TalentCorp Internship Programmes may be changed, modified and/or altered by MyNext and/or TalentCorp at any time without any liability to the Talent.



2.6. Eligibility of the Talent.

- (a) Any Talent who intends to participate in the mynext Talent Programme shall fulfil 1 of the following criteria:
 - (i) the Talent is currently pursuing master's degree, bachelor's degree, professional certificate, diploma, Malaysian Skills Certificate (SKM) level 1 to level 5 or equivalent or equivalent; or
 - (ii) the Talent is currently under employment with any entity in Malaysia; or
 - (iii) the Talent is currently unemployed.

2.7. Registration Processes.

- (a) Create an account through the Platform.
 - (i) The Talent is required to complete the 'About Me' section through the Platform.
- (b) Complete the mynext Profiling Suite.
 - (i) The Talent is required to complete the assessment through the mynext Profiling Suite.
- (c) Complete the English proficiency test.
 - (i) The Talent is required to complete the English proficiency test.
- (d) Create curriculum vitae through the Platform.
 - (i) The Talent is required to create the Talent's curriculum vitae through the Platform.
- (e) A notification shall be issued by the Platform to the Talent's registered email for confirmation on the completion of registration by the Talent for mynext Talent Programme.
- (f) Overview for the registration process under mynext Talent Programme:





3. Roles and Obligations

3.1. Roles and obligations of MyNext for the purpose of the mynext Talent Programme are as follows:

- (a) MyNext shall only act as a liaison entity between the Talent and Participating Entities for the mynext Talent Programme.

3.2. Roles and obligations of the Talent for the purpose of the mynext Talent Programme shall include but not limited to the followings:

- (a) The Talent shall update his/her information through the Platform in the event of changes in contact details of the Talent including but not limited to the changes in email address, telecommunication numbers, address, emergency contact numbers or any other information for MyNext's record purposes.
- (b) If necessary, the Talent shall provide necessary information and/or documentations for the purpose of mynext Talent Programme as requested by MyNext, failure of which, MyNext reserves the absolute rights to remove the Talent from the mynext Talent Programme.
- (c) The Talent is required to complete online questionnaires as provided by MyNext upon completion of the internship period with any entities under the mynext Talent Programme.
- (d) The Talent hereby undertakes with MyNext to abide to all rules, regulations, and law in the country where the internship at the intended entity takes place.



4. Other Terms and Conditions.

4.1. Personal Data Protection.

- (a) By participating in the mynext Talent Programme, the Talent hereby agrees that MyNext, including but not limited to its related companies, partners, employees, agents and/or representatives, to collect, store, process and/or use the Talent's personal data, which may include but not limited to the Talent's name, address, telephone number, national registration identification card number, email address, resume and/or curriculum vitae or any other personal data as defined under Personal Data Protection Act 2010 ("**Personal Data**"), for the purpose of it was collected, which among others are for the purpose of participation by the Talent in the mynext Talent Programme.
- (b) The Talent hereby gives consent to MyNext, including but not limited to its related companies, partners, employees, agents and/or representative, to disclose the Personal Data to relevant authorities and/or third parties, where required by law, for legal purposes and/or for non-commercial purposes.

4.2. Intellectual Property Rights.

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

4.3. Violation of Laws.

- (a) Any attempt to deliberately damage or undermine the legitimate operation of this mynext Talent Programme is a violation of criminal and civil laws and MyNext, including but not limited to its related companies, 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 Law.

- (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 this 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) The Talents 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 mynext Talent Programme's policies, procedures, terms and/or conditions;
 - (v) committing acts motivated by, or related to, sexual harassment or domestic violence;
 - (vi) wilful disregard by the Talent of MyNext's interest as determined by MyNext; and
 - (vii) the Talent becomes the object of public notice which in the sole opinion of MyNext, would have a negative effect or consequence towards performance of the obligations by the Talent in accordance with the terms and conditions of the mynext Talent Programme.
- (b) In the event the Talent is found guilty for any of the above prohibited conducts, MyNext reserves the absolute right to remove the Talent from the mynext Talent Programme.



4.6. Exclusion of Liability.

- (a) The Talent hereby undertakes and covenants with MyNext that MyNext shall not be responsible and/or held liable to the followings including but not limited to:
- (i) any 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 Talent'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 entities which are promised by the entities to the Talent, if any; and
 - (vi) for any injuries, damages and/or losses suffered by the Talent pertaining to their participation under the mynext Talent Programme.



4.7. Miscellaneous.

- (a) MyNext 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 mynext Talent Programme.
- (b) The changes and/or modification as described under Paragraph 4.7(a)(i) above will be posted on the Platform, if functioning.
- (c) By participating in the mynext Talent Programme, the Talent hereby agrees (and on behalf of the Talent's heirs, assignees, executors and administrators) to release, discharge, indemnify and hold MyNext, including but not limited to its related companies, 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 Talent's participation in the mynext Talent Programme.