

Plaintiff: Goh Ke Min Kevin: 1<sup>st</sup> : 07.06.2021

**IN THE GENERAL DIVISION OF THE HIGH COURT**  
**OF THE REPUBLIC OF SINGAPORE**

HC / S 413 / 2021

Between

**MOHAMED MUSTAFA MAHMOUD HELMY**  
(FIN No. G3363781R)

*...Plaintiff*

And

**NANYANG TECHNOLOGICAL UNIVERSITY**  
(Singapore UEN No. 200604393R)

*...Defendant*

**AFFIDAVIT**

I, **GOH KE MIN KEVIN** (NRIC No. S8618332C) care of 50 Nanyang Avenue, Nanyang Technological University, Singapore 639798, do hereby affirm and say as follows:-

1. I am a Senior Assistant Director of Nanyang Technological University ("**NTU**"), the Defendant in this matter. I am duly authorised to make this affidavit on NTU's behalf.
  
2. Unless otherwise stated, the matters deposed to herein are based on my own personal knowledge and/or on documents made available to me. Insofar as the matters deposed to herein are based on my

personal knowledge, they are true. Where the matters deposed to herein are based on documents in the possession of the Defendant, they are true to the best of my knowledge, information and belief.

3. I make this affidavit in support of NTU's application for the Plaintiff's claims against NTU in HC / S 413 / 2021 ("**Suit 413**") to be wholly struck out pursuant to Order 18 Rules 19(1)(a), (b) and/or (d) of the Rules of Court. NTU has also sought prayers for the filing of its Defence, if necessary, to be held in abeyance pending the resolution of this striking out application. A copy of the Writ of Summons and Statement of Claim in the Suit is annexed hereto and marked as "**GKMK-1**".
  
4. In this affidavit, I will only address the assertions in the Plaintiff's Writ of Summons and Statement of Claim that may be germane to this striking out application. Any omission to respond or object to any other assertions in the Plaintiff's Statement of Claim should not be construed as an admission to the same. NTU reserves the right to respond in detail to all of the Plaintiff's assertions at the appropriate juncture and forum, if necessary.
  - A. **BACKGROUND**
  
5. The Plaintiff was formerly employed by NTU as a research fellow on a one-year contract basis in NTU's School of Biological Sciences.

6. The terms of the Plaintiff's employment are contained in a letter of appointment dated 30 October 2019, as amended by a letter dated 23 March 2020 (collectively, the "**Employment Contract**", a copy of which is annexed hereto and marked as "**GKMK-2**"). Pursuant to the Employment Contract, the Plaintiff commenced employment with NTU on 7 April 2020 for a term of one year.
7. Clause 5.1 of the Employment Contract provides that either party may terminate the Employment Contract by giving at least one month's notice in writing, or by payment of one month's gross salary in lieu of notice (i.e. contractual termination by notice):

*"5 TERMINATION OF EMPLOYMENT*

*5.1 This [Employment Contract] may be terminated at any time:*

*...*

*5.1.2 after the probation period, by either party giving to the other party not less than one (1) month's notice in writing or payment of one (1) month's gross salary, in lieu of notice."*

8. Clause 5.2 of the Employment Contract allows NTU to terminate the Employment Contract immediately and without compensation if there is cause (i.e. termination for cause). Clause 5.2 is reproduced below:

*"5.2 In addition, without derogation to any of [NTU's] rights under general law (including its right under general law to terminate your employment for cause), any of the following factors shall be taken into consideration when assessing your*

*work performance and [NTU] shall be entitled to suspend and/or terminate your employment immediately without notice and compensation on any of the following grounds:*

*5.2.1 if you commit any serious breach or repeat or continue (after warning) any material breach of your obligations hereunder;*

*...*

*5.2.3 If you commit or engage in any serious misconduct, unreasonable absenteeism, wilful disobedience of [NTU's] lawful orders, wilful refusal to perform all or any of your duties, insubordination, breach of company secrecy, or violation of the laws and regulations of Singapore;*

*...*

*5.2.7 If you fail to perform your duties and obligations under [the Employment Contract].”*

## **B. TERMINATION OF EMPLOYMENT**

9. In or around September 2020, the Plaintiff made numerous allegations to NTU against his supervisor, Assistant Professor Rupshi Mitra (“**AP Mitra**”). These included allegations of workplace bullying and research misconduct (collectively, the “**Allegations**”).
  
10. NTU treats any allegation of misconduct with the utmost seriousness. NTU’s Office of Human Resources and Research Integrity Officer duly conducted investigations into the Allegations. As part of the investigations, meetings were conducted with the Plaintiff, AP Mitra, and



the Plaintiff's colleagues. NTU concluded the investigations and was satisfied that there was no misconduct. In particular:

- (a) the Plaintiff's allegations of workplace bullying were not made out from the evidence provided by the Plaintiff. The Plaintiff's documentary evidence largely consisted of extracts of e-mail threads, with his own commentary on what he perceived as feedback that was not constructive, and his reactions to the tone of emails; and
- (b) the Plaintiff's research-related complaints were also largely disagreements over research methods used in his supervisor's laboratory. Disagreements on scientific method alone do not constitute misconduct. In any event, the Plaintiff's research-related complaints were investigated by the Research Integrity Officer, and the Chair and Deputy Chair of NTU's Institutional Animal Care and Use Committee. No misconduct was found from the evidence provided.

11. As the investigations were being carried out, it came to NTU's attention that the Plaintiff had not physically reported to work since 14 September 2020.

12. On 6 October 2020, NTU met the Plaintiff to discuss the Allegations, and to hear directly from the Plaintiff on his complaints. At this meeting, NTU's officers also told the Plaintiff that he had not reported to work and

informed the Plaintiff that if he wished to work remotely from home, the Plaintiff should seek and obtain approval to do so. As a University designated as a “*specified school*” under the COVID-19 (Temporary Measures) (Control Order) Regulations 2020 (the “**Regulations**”), NTU is exempted from the Regulations and remained open during the specified period of time. Any work to be performed remotely must be approved by NTU management.

13. On 9 October 2020, Ms. Chong Shin Kay of NTU's Office of Human Resources (“**Ms. Chong**”) emailed the Plaintiff to reiterate, *inter alia*, that he had to obtain approval to work remotely from home.
14. Between 25 to 27 November 2020, Ms. Chong emailed the Plaintiff to inform that he was required to attend a meeting with NTU to be scheduled during official working hours. This was to update the Plaintiff on the outcome of NTU's investigations. NTU also informed that it would follow up after the meeting by providing an official email recording the matters conveyed.
15. The Plaintiff refused to attend the meeting. On 26 November 2020, the Plaintiff demanded that NTU provide the outcome of its investigations via an official message in writing beforehand, and stated that he would then respond and meet NTU “*if and when necessary*”. The Plaintiff subsequently did not turn up for the meeting on 27 November 2020 at 3.30pm.

16. On 27 November 2020 at 6.01pm, Ms. Chong emailed the Plaintiff stating that that he had not reported to work in the office since 14 September 2020 and reiterated that he was obliged to report to work in the office, and that if he wished to work remotely, he had to obtain approval. On behalf of NTU, Ms Chong also directed the Plaintiff to report to the office to work on 30 November 2020.
17. In the morning of 30 November 2020, the Plaintiff emailed NTU to claim, quite bizarrely, that:

*“I do not know this individual who was tolerated to be absent by his or her Reporting Officer, Human Resources Business Partner, and School Chair, and for a period of time you outlined (almost three (3) months!) but that is none of my concern.”*
18. Despite NTU’s clear instructions and reminders, the Plaintiff did not report to work on 30 November 2020.
19. On 2 December 2020, Ms Chong sent a final reminder to the Plaintiff to immediately return to work in the office. Ms Chong reiterated the Plaintiff’s obligation to report to office to work, and highlighted that his absenteeism constituted a breach of, inter alia, the Employment Contract. Copies of the above emails between NTU and the Plaintiff are annexed hereto and collectively marked as **“GKMK-3”**.
20. Despite receiving multiple email notices and warnings, the Plaintiff still failed and/or refused to report to the office for work.

21. On 4 December 2020, NTU gave written notice to the Plaintiff that his employment was terminated pursuant to Clause 5.1 of the Employment Contract. In accordance with Clause 5.1, NTU paid the Plaintiff one month's salary in lieu of notice (less applicable tax deductions). A copy of NTU's termination letter and covering email, both dated 4 December 2020, are annexed hereto and marked as "**GKMK-4**".
  
22. On 5 May 2021, the Plaintiff filed his Writ of Summons with an endorsement of claim in Suit 413, seeking monetary compensation of **S\$3,048,000.00**. I pause here to note that the Plaintiff's basic monthly salary was S\$6,000 per month as stated in the Employment Contract.
  
23. The Plaintiff filed a Statement of Claim on 25 May 2021. The Statement of Claim is sprawling and unfocused, and contains a litany of vague and confusing allegations against NTU, the Singapore Police Force, the Commercial Affairs Department, and NParks' Animal and Veterinary Service.
  
24. As difficult as it is to follow, I surmise that the Plaintiff's claim against NTU is founded on wrongful termination, and that he is seeking reinstatement of employment or damages.

**C. CLAIMS ARE LEGALLY UNSUSTAINABLE, FRIVOLOUS AND/OR VEXATIOUS**

25. I am advised that the Plaintiff's claim for reinstatement is legally unsustainable. It is trite law that there cannot be specific performance of a contract of employment. I shall leave it to NTU's solicitors to make the relevant legal submissions.
26. I am also advised that a claim for damages of S\$3,048,000.00 in wrongful dismissal, being damages beyond the amount of salary payable for the contractual notice period, is legally unsustainable.
27. NTU exercised its contractual right of termination by paying one month's salary in lieu of notice (less applicable tax deductions) pursuant to Clause 5.1 of the Employment Contract. The Plaintiff has already received his full termination entitlement under the Employment Contract. Even if termination was wrongful (which is strenuously denied), the Plaintiff cannot recover more than the sum he would have been entitled to had termination been in accordance with contract. I shall leave it to my solicitors to make the relevant submissions.
28. Finally, I wish to highlight that NTU would have been fully entitled to terminate the Plaintiff's employment immediately for cause under Clause 5.2 of the Employment Contract, had NTU not already given contractual notice of termination.
29. As described above, the Plaintiff was willfully absent from work for almost 3 months. The Plaintiff also bizarrely refused to comply with NTU's reasonable directions for a meeting, which was intended to

update the Plaintiff on the outcome of NTU's investigations into the Allegations. When reminded repeatedly to show up to work in the meantime, the Plaintiff feigned ignorance and claimed that he did not know who NTU was referring to: see paragraph [17] above.

30. In the circumstances, the Plaintiff willfully breached and repudiated the terms of his employment. By giving notice of termination under the no-fault provisions of the Employment Contract, NTU has already placed the Plaintiff in a better position than if NTU had terminated for cause with no salary in lieu of notice. It is therefore clear beyond argument that the Plaintiff's action is frivolous and vexatious, and should be struck out.
31. For completeness, I wish to highlight that after the termination of his employment, the Plaintiff has since decided to style himself as a vigilante whistleblower.
32. Through his website at [www.nanyangscandal.com](http://www.nanyangscandal.com), the Plaintiff has embarked on a worldwide campaign to air his perceived grievances against, amongst others, NTU, the National University of Singapore, DUKE NUS Medical School, Imperial College London, the National Neuroscience Institute, various researchers within these institutes, Agency for Science, Technology and Research Singapore, NParks, Animal & Veterinary Services Singapore, the Karolinska Institutet in Sweden and the Max Planck Gesellschaft in Germany.

33. In the same website, the Plaintiff uploaded, *inter alia*, a report titled “*Systemic misconduct in Singapore institutes of research and higher education*” numbering 294 pages (“**Report**”) and claimed that he is persecuted and is a victim of vague and unspecified “*theft, cheating, mischief, forgery, extortion, spying, digital hacking, and other matters*”. This persecution has apparently extended to NParks illegally dismissing his reports on animal research, and Singapore Police Force officers allegedly shouting at him, and preventing him from reporting perceived crimes: see paragraph [24] of the Statement of Claim.
34. The Plaintiff’s claims have ballooned dramatically from allegations of workplace harassment by a supervisor, into an all-encompassing conspiracy theory on institutional misconduct perpetrated by almost all of Singapore’s tertiary education institutions, various branches of the Singapore government and enforced by the Singapore Police Force. Copies of screenshots of the Plaintiff’s webpage at [www.nanyangscandal.com](http://www.nanyangscandal.com) taken on 7 June 2021 and relevant excerpts of the Report, which the Plaintiff has been promoting on various online fora, are annexed hereto and marked as “**GKMK-5**”.
35. I highlight this not to give any credence to the Plaintiff’s theories, but to point out that in the course of the Plaintiff’s campaign, the Plaintiff has made several wildly defamatory statements against NTU. Any employer-employee relationship would have been permanently damaged by the Plaintiff’s conduct. Accordingly, reinstatement cannot be an appropriate remedy at all. Copies of NTU’s solicitors’ letters

dated 9 March 2021 and 25 March 2021 setting out details of the Plaintiff's defamatory statements, and the Plaintiff's reply dated 18 March 2021, are annexed hereto and marked as "GKMK-6".

**D. CONCLUSION**

36. For the reasons above, I humbly pray for the Plaintiff's claims against NTU in this action to be wholly struck out with costs.

Sworn/ Affirmed by the abovenamed )  
GOH KE MIN KEVIN )  
In Singapore )  
On the 7<sup>th</sup> day of June 2021 )



Before me,



**A COMMISSIONER FOR OATHS**

This Affidavit is filed on behalf of the Defendant





THIS IS THE EXHIBIT MARKED 'GKMK-1'  
REFERRED TO IN  
THE AFFIDAVIT  
OF **GOH KE MIN KEVIN**  
AFFIRMED / ~~SWORN~~ ON  
THIS 7TH DAY OF JUNE 2021  
IN SINGAPORE

BEFORE ME



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A COMMISSIONER FOR OATHS



## Submission Reply Slip

14

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Submission Reference Number : FESGID20210505\_151122kRaNBqeK  
Acknowledgement Slip Number : P4311  
Date Sent : Wednesday, May 5, 2021 3:24 PM  
Date Replied : Wednesday, May 5, 2021 3:33 PM  
Document Name : [WOSOS] WRIT OF SUMMONS  
Reply Status : Accepted for filing  
Case Number : HC/S 413/2021  
Sub Case Number :  
Fee : \$1019.10  
E-Service Fee : \$0.00  
SB Scanning Fee : \$0.00  
SB Administrative Fee for Rejected Documents : \$0.00  
SMS Fee : \$0.00

Case No.: HC/S 413/2021  
Filed: 05-May-2021 03:23 PM

Between

Hearing Date : 17-June-2021  
Hearing Time : 9:00 AM  
Hearing Type : Pre-Trial Conference  
Attend Before: Registrar

MOHAMED MUSTAFA MAHMOUD HELMY  
(FIN No. G3363781R)

...Plaintiff(s)



And

NANYANG TECHNOLOGICAL UNIVERSITY  
(Singapore UEN No. 200604393R)

...Defendant(s)

**WRIT OF SUMMONS**

To:

NANYANG TECHNOLOGICAL UNIVERSITY  
50 NANYANG AVENUE Singapore 639798

THIS WRIT OF SUMMONS has been issued against you in respect of the claim endorsed herein.

You must:

1. satisfy the claim; or
2. enter an appearance,

within 8 days after the service of this Writ, failing which, the Plaintiff(s) may proceed with the action and enter judgment against you without further notice.

THIS WRIT OF SUMMONS is issued by the said Plaintiff(s) whose address is/are as follows:

Plaintiff

MOHAMED MUSTAFA MAHMOUD HELMY

10 JURONG LAKE LINK #15-39 LAKE GRANDE Singapore 648131

Tel No.:

Mob No.: 83555817

Fax No.:

Email: helmy.m@protonmail.com



HC 5413 2021 HC 5413 2021 HC 5413 2021 HC 5413 2021 HC 5413 2021 HC 5413 2021 HC 5413 2021

TEH HWEE HWEE

REGISTRAR

SUPREME COURT

SINGAPORE

#### ENDORSEMENT OF CLAIM

My employment at Nanyang Technological University was terminated after I reported illegal activity related to the work by my then-Reporting Officer, Rupshi Mitra. Nanyang Technological University staff put in me the fear of being in an illegal position and threatened me to stop me from taking action I am legally obliged to pursue. I asked to be reinstated on several occasions and in various contexts but Nanyang Technological University Leadership and representatives refused. The relief in compensation requested is S\$ 3,048,000.00.

Note:

1. This writ may not be served more than 6 calendar months after the above date unless renewed by order of the Court.

2. To defend the claim, the Defendant(s) must enter an appearance(s) using the electronic filing service either personally or by a solicitor at the Registry of the SUPREME COURT and notify the (Plaintiff(s) / Plaintiff's solicitors) accordingly within 8 days after service hereof, otherwise judgment may be entered against him without further notice.

**IN THE GENERAL DIVISION OF THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

Case No.: HC/S 413/2021

Between  
 MOHAMED MUSTAFA MAHMOUD HELMY  
 (FIN No. G3363781R)  
 ...Plaintiff  
 And  
 NANYANG TECHNOLOGICAL UNIVERSITY  
 (Singapore UEN No. 200604393R)  
 ...Defendant

**STATEMENT OF THE CLAIM****By Plaintiff**

Mohamed Mustafa Mahmoud Helmy  
 (FIN No. G3363781R)  
 Self-employed researcher, MD, PhD  
 10 Jurong Lake Link, #15-39, Singapore 648131  
 Litigant-in-person

**Defendant being**

Nanyang Technological University  
 (Singapore UEN No. 200604393R)  
 Company Limited by Guarantee  
 50 Nanyang Avenue, Singapore 639798  
 Represented by Timothy Ang Wei Kiat and Zhu Ming-Ren Wilson  
 at Rajah & Tann Singapore LLP  
 9 Straits View #06-07 Marina One West Tower Singapore 018937

**Hearing**

Pre-Trial Conference, 1 July 2021, 9.00 AM

Tuesday 25 May 2021

1. The Plaintiff's employment was terminated by the Defendant after the Plaintiff refused to obey and engage in illegal work-related instructions and activity, and after the Plaintiff followed policy to report the same.
2. The Defendant threatened and harassed the Plaintiff, and made false statements, to silence him and stop him from meeting his legal obligations, and put in the Plaintiff fear of being in an illegal position.
3. As a Research Fellow employed by the Defendant (Nanyang Technological University, henceforth, 'NTU'), the Plaintiff (myself) was being threatened with termination and bullied to engage in illegal animal experiments and unethical research by his then-Reporting Officer, Assistant Professor Rupshi Mitra (henceforth 'RM').

4. I had no option but to lodge a report at NTU so as not to engage in illegal animal experiments and unethical research.
5. Procedures for investigation at NTU were not followed. My contract was terminated for no apparent reason or for a reason obfuscated by NTU.
6. I wrote a report analysing the work output of RM and that of her spouse, Associate Professor Ajai Vyas (henceforth, 'AV'), and which shows systemic and prolonged research and academic misconduct by RM and AV at NTU. Subsequently, I wrote a report collating evidence which suggests that RM and her spouse may be acting in the context of wider and systemic suspicious activity of a research consortium in Singapore.
7. At no point of time did NTU give the impression that the evidence I submitted in my elaborate reports was taken seriously and comprehensively. Indeed, NTU did not address any evidence whatsoever despite several obfuscated claims by NTU that an investigation or investigations was or were carried out. These investigations consisted of a dismissal in a few derogatory lines. The whole process was lacking transparency, there was no hearing, any arguments refuting my claims were not made available to me.
8. During my employment at NTU and after termination of my employment, NTU claimed investigations carried out were shared with me, which is false, and at the same time stated that NTU is not obliged to share such an investigation or investigations with me.
9. **Excellent performance on first work task despite interference by Reporting Officer:**
  - 9.1. On arrival in Singapore in March 2020, I spoke with my then-Reporting Officer, RM, and offered to work on a review and/or grant proposal during stay-home notice and circuit breaker. RM instructed me to write a review of her work, which I did. She then instructed me to write a summary of my review of her work, which I did. She then instructed me to write a proper review (not focused on her work only) for publication in a reputable scientific journal as I had initially offered, and which I did.
  - 9.2. I independently generated text and graphics for the review I was tasked to write, to be published in a reputable scientific journal, and despite extremely unscientific, obstructive, and occasionally nonsensical instructions and feedback from RM.
10. **Acknowledged expertise and task to build setups for animal experiments:**
  - 10.1. I was tasked to design, coordinate, and take responsibility for the procurement, construction, and implementation of novel setups for the purpose of animal surgery and live animal (*in vivo*) neuroscience animal experiments. These setups were to be used by both the RM and AV labs.
  - 10.2. In addition to my responsibility to build the setups, I was requested by AV to train his staff members on animal surgery. I happily agreed to do so and offered to set up up live animal experiments to be conducted in his lab and to train his staff members on the same. I indicated that my contribution to AV's staff training and lab work was to be conducted outside working hours, for no monetary reward, and I did not request to be acknowledged in work to be published by AV to which I had contributed my expertise.
11. **Turning point in employer-employee relationship:**
  - 11.1. Between August and September 2020, RM:
    - i. Kept on postponing or ignoring my repeated requests to meet for planning experimental work and my repeated offers to meet her at the time and place of her choosing. I pleaded to meet with her, including near her place of residence and during weekends or after working hours, since she is rarely at the lab or office due to allergy;
    - ii. Apparently cancelled the research project I was working under and assigned me to another project, and threatened to terminate my contract or placed it in a precarious position several times, and in several contexts including meetings and communications with others at NTU;
    - iii. Berated me for *carrying out her orders* to consult with a world-leading authority on an outdated method she insisted on using. She sent an unusually bizarre email containing nonsensical references, and to which I responded politely and professionally.

- 11.2. During a meeting with RM which she finally arranged, she told me that all of the following is "...none of your concern...", which fully contradicts my legal obligations, duties, and responsibilities as a worker in Singapore, a Research Fellow in biomedicine, and a member of the academic community:
- i. Research question, objective, plan, protocol, and expected outcome. Indeed, anything to do with the work would be 'none of my concern';
  - ii. I asked about my role in the research project I had apparently been reassigned to, namely work contribution, acknowledgement, grant and research allocation, and was told it is 'none of my concern';
  - iii. She took from me the review I had written for submission to a reputable scientific journal and told me she would submit it to the publisher online within a few hours. I did not receive notification from the publisher. She told me that henceforth the review I had written was to be 'none of my concern';
  - iv. I asked politely about an incorrect lab protocol to carry out an experiment. I was told it was 'none of my concern', I was to follow these unscientific instructions given to me by the Research Assistant, Ms. Shruti Suresh;
  - v. I asked politely for more specific instructions regarding a novel review I was to write in collaboration with others, since instructions I had received were so ambiguous so as to allow the review to be about any topic in a broad field. I asked if I may coordinate with the putative co-authors of the review, one of whom I had never met. RM expressly prohibited me from liaising with any person for any work. I was to follow instructions and everything else is 'none of my concern';
  - vi. I asked why I am not allowed to use computer software provided free of charge by NTU to analyse then-ongoing experiments. The software allows analysis of animal behavioural experiments at the site of experiment, is completed in a few moments, and accurately provides any number of experimental outcomes. I was told it is 'none of my concern'. I was to follow instructions and manually analyse behavioural videos of experiments using a stopwatch and paper-and-pencil, a procedure which is very outdated, inaccurate, laborious, requires weeks or months to complete analysis of a batch, and for only one experimental outcome at a time.

**12. I do not engage in illegal animal experiments and research misconduct at the RM lab, NTU:**

- 12.1. I am instructed to kill dozens of genetically modified animals, without anaesthesia, and for no apparent and scientific reason. These animals did not belong to RM, they belonged to another Principal Investigator at NTU.
- 12.2. I demand to see the Animal Use Protocol which I am working under, and in line with the Animals and Birds Act and NACLAR Guidelines regulating animal research activity in Singapore.
- 12.3. On reading the relevant Animal Use Protocol I discover that false statements are made in the document, in several practical, ethical, scientific, training-related, factual, and financial regards.
- 12.4. Puzzled by instructions I received including illegal animal experiments and the falsified Animal Use Protocol, I review *relevant* past experimental records on the laboratory common folder.
- 12.5. I discover that past experimental work at the RM lab is inadequate and not in line with basic scientific standards.
- 12.6. Furthermore, methods not in line with policy were apparent in record data, including what appears to be a cross-over or multiple use of datasets in work by RM and AV.
- 12.7. I send an email to RM asking for clarification *on future experiments* so as not to violate the Animals and Birds Act and to engage in research activity ethically. I do not receive a reply.

**13. Attempt to disengage from illegal and unethical research activity in a confidential and sensitive manner:**

- 13.1. On 9 September 2020 I speak in person with my then-Human Resources Business Partner, Ms. Oh Seok Fen, and the Chair of the School of Biological Sciences at NTU, Professor Lars Nordenskiöld. I request:
- i. To be moved to another position within NTU where I am not ordered to engage in illegal activity;
  - ii. That research and academic activity by RM is looked into quietly and in the meantime the implication of further involvement of others is considered, notably bachelor degree students.
- 13.2. Professor Nordenskiöld's exact words were to me were: "If you do not report the misconduct, I will, and if I have a reason to terminate you, I will." In other words, I was forced to report the matter officially.
- 13.3. I casually meet AV immediately after my meeting with Professor Nordenskiöld and, and ask about our plans to build setups for animal surgery and live animal experiments, as well as my role in training his staff. He indicates that these plans will no longer be pursued.

**14. First submission to NTU Leadership and blocked IT access:**

- 14.1. On 11 September 2020 I send a report to NTU Offices of Ethics and Compliance, Human Resources, and Legal and Secretarial (henceforth, 'NTU Leadership').
- 14.2. The report was submitted under the Animals and Birds Act, Guidelines on the Care and Use of Animals for Scientific Purposes (National Advisory Committee for Laboratory Animal Research, 2004), the Singapore Biosafety Guidelines for Research on Generically Modified Organisms (GMAC Singapore, 2020), as well as policies in place at NTU including Research Integrity Policy, Responding to Allegations of Research Misconduct Procedure, Anti-Harassment Policy, Anti-Harassment Procedure, Framework for Investigation and Disciplinary Proceedings, the University Code of Conduct, and other policies in place at NTU.
- 14.3. The report details evidence that I am bullied into research misconduct.
- 14.4. After my first submission, my account in NTU intranet was altered and my access to the laboratory common folder was blocked. Despite my follow-up with NTU IT Helpdesk, this issue was never rectified during my employment.

**15. Meeting with NTU Research Integrity Officer:**

- 15.1. On 15 September 2020 I meet online with Associate Professor Roderick Wayland Bates (henceforth, 'Bates'), the Research Integrity Officer at NTU.
- 15.2. Bates instructs me to present evidence of misconduct *in publications*. He explains that as far as he is concerned, if it is not published, it is not misconduct.
- 15.3. I ask if video evidence of research misconduct is admissible and Bates replies that it is his responsibility to investigate this.
- 15.4. I mention falsification of the relevant Animal Use Protocol and illegal experiments I had been ordered to engage in, and Bates instructs me to mention this in the report.

**16. Second and third submissions to NTU Leadership:**

- 16.1. On 21 and 25 September 2020 I send reports to NTU Leadership detailing:
- i. Fabrication, falsification, and misrepresentation in the research activity of RM in publications;
  - ii. RM's unscientific, obstructive, and unprofessional communication bullying me into illegal activity and research misconduct.

**17. False and paradoxical statements by NTU Human Resources and Bates, threat of retaliation, and fourth submission to NTU Leadership:**

- 17.1. On 6 October I meet at NTU with Human Resources staff Ms. Shin Kay Chong, Ms. Oh Seok Fen, and an intern whose name I could not spell.
- 17.2. In this meeting, Ms. Shin Kay Chong:



- i. Claimed that I had alleged harassment by RM against myself *and the research assistant*. This is false as evidenced in my first submission to NTU Leadership;
  - ii. Claimed that my allegations were being looked into “...holistically and seriously...” and at the same time that my claim that ‘*I was being bullied into research misconduct*’ was new information or a new allegation. This is false as evidenced in my first submission to NTU Leadership;
  - iii. Despite Ms. Chong’s claim that a ‘holistic and serious’ approach was taken, she asserted she had not read my previous submissions because they were difficult for her to read;
  - iv. Claimed that ‘harassment’ is the absence of vulgarity;
  - v. Threatened me with retaliation. She argued that since RM had not replied to my email to RM in which I requested information so I may meet my duties and responsibilities and in a legal manner, I therefore did not have ‘approval’ to continue with the work I was engaged in (writing the novel review) and therefore my contract should be terminated.
- 17.3.** On 9 October 2020, I sent my fourth submission to NTU Leadership in which I point out paradoxical and false statements made by Ms. Shin Kay Chong and explain how I am being bullied into illegal activity and research misconduct by RM. I believe my submissions to NTU, notably the first, can be understood fairly easily by anyone fluent in English and with a secondary school-level understanding of biology. Nevertheless, I complied with Ms. Shin Kay Chong’s request and my fourth submission was written without any scientific terminology.
- 17.4.** After I asked NTU Leadership why I am threatened with retaliation by Ms. Shin Kay Chong, I received communication from Bates in which he asked if RM is aware of my allegations. RM should have been informed of my allegation *already* on 11 September 2020 as the formal Respondent in the inquiry or investigation to be held, and had NTU Framework for Investigation and Disciplinary Proceedings been followed.
- 17.5.** I received an email from RM strangely with a Ms. Gwendolyn Chua Xin Ni cc-ed, a member of NTU Human Resources staff previously unknown to me. RM ignored my request for information so I may meet my duties and responsibilities without engaging in illegal activity and unethical research. I replied to Ms. Gwendolyn separately so as not to compromise an investigation by disclosing information to persons potentially not qualified to receive it. The reply I received from Gwendolyn was reassuring, in retrospect falsely.
- 17.6.** While Ms. Shin Kay Chong, and later her superior Mr. Kevin Goh, consistently and falsely claimed that the matter was addressed ‘holistically and seriously’, and required ‘coordination by several teams’, Bates consistently denied any involvement in any proceeding other than research misconduct, and consistently claimed other issues would be addressed ‘separately’ without this apparently having been the case.
- 18. Fifth submission to NTU Leadership and repeated request to not be bullied into illegal activity:**
- 18.1.** On 26 November 2020 I sent a synopsis of a report on systemic research and academic misconduct at NTU by RM and AV to Offices of Human Resources, Ethics and Compliance, Legal and Secretarial, as well as Offices of President, Provost, Dean, and others.
- 18.2.** On 1 December 2020 I sent a request to Chief Human Resource Officer and Deputy President and Provost reiterating my request to be reassigned or relocated at NTU so that I am not bullied into illegal activity and research misconduct.
- 19. Misconduct and bullying reports dismissed and termination of Employer-Employee relationship for obfuscated reason(s), November – December 2020:**
- 19.1.** I received communication from Ms. Chong in which she:
- i. Demanded several times I attend a meeting for unknown reasons;
  - ii. Refused to share findings of any investigation into my report detailing my being bullied into illegal activity and research misconduct;

- iii. Finally and summarily dismissed my report on bullying in a few derogatory lines;
- iv. Falsely claimed I had been absent from work, and therefore effectively demanded I engage in illegal activity and research misconduct under RM's supervision;
- v. Sent several paradoxically 'final' warnings effectively demanding I return to work, to engage in illegal activity and research misconduct under RM's supervision.

19.2. I received communication from Bates in which he:

- i. Falsely claimed that my report on research misconduct by RM regarded duplication;
- ii. Summarily and derogatorily dismissed all evidence in my reports without presenting any evidence whatsoever.

19.3. I received a letter by email and hard copy delivered to my place of residence which stated that my employment had been terminated according to Clause 5.1 of the Letter of Appointment which does not state a reason for termination. At the same time, I received an email from Ms. Oh Seok Fen stating that my employment had been terminated because I was absent from work.

**20. Post-termination period:**

- 20.1. NTU attempted to prohibit me from reporting illegal activity and misconduct at NTU to anyone, presumably including designated authorities, or else my salary would be withheld.
- 20.2. NTU threatened me in writing in severe language and under threat of prosecution should I speak with anyone at NTU about anything – I was prohibited from communicating with *anyone* at NTU (supposedly in a professional capacity), and I was prohibited from being found on any NTU campus. However, I *was* to speak with Ms. Oh Seok Fen immediately and arrange my departure.
- 20.3. NTU falsely and repeatedly claimed that my Short-Term Visit Pass is not issued by the Ministry of Manpower in *pdf* form.
- 20.4. NTU communicated my status as a legal resident in Singapore in the last minute, in a falsified form as mentioned above, and put in me the fear of being in an illegal position.
- 20.5. In telephone calls with an IRAS tax-clearance Officer, and confirmed by another IRAS Officer, I discover that false statements had been made by NTU to IRAS regarding my salary and tax-return.

**21. Inconsistent and false statements made by NTU during the mediation process at Tripartite Alliance for Dispute Management (TADM), Ministry of Manpower:**


- 21.1. Regarding a putative NTU inquiry and/or investigation into research misconduct by RM, referred to by NTU Human Resources staff and representing NTU Mr. Kevin Goh (henceforth, 'Goh') as "...NTU Investigation (Research)...":
  - i. That I received the investigation into misconduct from Bates. This is false, as mentioned above;
  - ii. That a putative investigation was somehow 'shared' with me. This is false, I was not included in any investigative proceeding at NTU other than that one online meeting with Bates in which I was instructed to present evidence of misconduct *in publications*, as well as a brief email query he had sent;
  - iii. That NTU is not obliged to share with me the outcome of NTU Investigation (Research).
- 21.2. Regarding a putative NTU inquiry and/or investigation into bullying by RM, not explicitly named by Goh and which may, by extrapolation, be assumed to be an 'NTU Investigation (Harassment)':
  - i. That the investigation was somehow 'shared' with me. This is false, I was never included in any investigative proceeding at NTU other than that one meeting with Ms. Shin Kay Chong (mentioned above);
  - ii. That Ms. Chong wished to inform me of the outcome of such an investigation. This is false.

- iii. That Ms. Chong informed me of the outcome of such an investigation. This is false, Ms. Chong merely dismissed my report on my being bullied into illegal activity and research misconduct while demanding that I re-engage in the same;
  - iv. That NTU is not obliged to share with me the outcome of NTU Investigation (Harassment).
- 21.3.** Regarding the reason or absence of a reason for termination of the Employer-Employee relationship, Goh claimed at various points of time during mediation and in correspondence:
- i. That my contract was terminated due to absence from work. This is false, I was never absent from work. In the mediation process, I was required to present evidence that I was *not* absent from work, which I did;
  - ii. That my contract was terminated due to Clause 5.1. or 5.1.2. of the Letter of Appointment;
  - iii. That my contract was terminated for no specific reason.
- 21.4.** Regarding my salary, Goh claimed that a tax-declaration with breakdown is provided by IRAS to the employee, but IRAS informed me the tax-declaration with breakdown is only provided to the employer and the employee can only be informed by phone.
- 21.5.** That a "...People Manager..." is responsible for duties assigned to the Reporting Officer. Goh claimed that the term 'People Manager' is well-defined in the NTU domain. I asked for the references and did not receive them.
- 21.6.** Goh requested TADM to 'urge' me to expedite the mediation process while *at the same time* requesting more time to respond to my prompt replies, and more time to 'prepare responses' which eventually proved to be simply dismissive. This includes dismissing my offer with a comprehensive research proposal to be reinstated in an open position at National Institute of Education, Nanyang Technological University. Mr. Christopher Lim's (mediator at TADM) urged Goh to arrange an interview for consideration of the same; apparently Goh ignored Mr. Lim's advice.
- 22. Termination of the mediation process at TADM and unsubstantiated threats of prosecution:**
- 22.1.** On 18 February 2021 (effectively coinciding with termination of mediation at TADM) I received an email from NTU Office of Ethics and Compliance, as well as a letter delivered to my place of residence. This letter claimed that my report on systemic misconduct by RM and AV at NTU had been investigated and no misconduct was found. This consisted of two derogatory lines. This was claimed without presenting any evidence whatsoever.
- 22.2.** On the same day, shortly after I received correspondence from the Office of Ethics and Compliance, I also received a 'cease and desist' email and letter from NTU Legal and Secretarial Office. Since I had been meeting my legal obligation to Singapore and my ethical obligation to the academic community by informing designated authorities and colleagues of illegal activity and misconduct at NTU, NTU was threatening to sue me.
- 22.3.** I continued to meet my legal obligation to Singapore and my ethical obligation to the academic community after I received these letters from NTU. Subsequently, I received two (2) Letters of Demand from NTU's lawyers in which I was threatened with prosecution within a period of time, and that I must retract all my allegations against NTU in the specified period. I do not retract my report on misconduct in Singapore institutes of research and higher education, including illegal activity at NTU. I was not sued, not after the 'cease and desist' letter from NTU, nor the first nor the second Letters of Demand from NTU's lawyers.
- 22.4.** I continue to meet my legal obligation to Singapore and my ethical obligation to the academic community by publishing online my reports on illegal activity and systemic misconduct at NTU, as well as misconduct elsewhere. Further investigations are on-going.
- 23. Inconsistent and false statements made by NTU at Employment Claims Tribunals, State Courts:**
- 23.1.** In the Pre-Trial Conference at the Employment Claims Tribunal, Goh repeated previous claims on sharing the NTU Investigation(s) with me, which is false.

- 23.2. In the Pre-Trial Conference when asked to elaborate on why I was told and it was argued at TADM that my contract had been terminated because of absence of work, for no reason, or due to a clause in the contract, Goh said that there was no cause for termination, even if I were informed and it was argued that I had been absent from work. Merely that a clause in the employment contract states that the contract can be terminated so it was terminated. I asked Goh if this would not be retaliation according to NTU whistle-blowing and related policies. Goh referred to an email I had received from Ms. Shin Kay Chong after she threatened me with retaliation, and in which she had pasted in a section from the relevant policy which states that there will be no retaliation to reporting misconduct and bullying.
- 23.3. In the Pre-Trial Conference when asked to elaborate on why my application for an open position at the National Institute of Education, NTU, was not considered (after Goh had apparently deceptively and in writing indicated that such reinstatement was a possibility requiring time for consideration), Goh did not give the same answer as previously at TADM, which was for reasons of 'fair consideration'. Instead, Goh said my reinstatement would have to be as Research Fellow, and so the research proposal I had submitted in my application at National Institute of Education is not applicable. At this point, I said I am ready to be reinstated as Research Fellow, or any other suitable research or teaching position, or administrative position for a period of time. I also said I am ready to be reinstated in RM's lab as long as I only engage in writing tasks as any practical work with RM will be illegal and I do not wish to be fined nor go to jail.
- 23.4. NTU argued at Employment Claims Tribunals that 'relationships had soured' and so 'reinstatement was impossible'. I argued that:
- i. 'You went and told everyone I did something bad, so now we can't be friends anymore' is behaviour appropriate to a school-yard and not a top-ranking University;
  - ii. NTU is a large institute and my application was to an open position at National Institute of Education (under NTU). There would be no need for interactions between myself and those I reported for illegal activity and misconduct;
  - iii. That I had exhausted all options for a confidential and amicable resolution, starting with *speaking* to the Chair of the School of Biological Sciences, NTU. At no point in time did NTU return my trust and good faith. Instead, over a period of time, I was ignored, dismissed, deceived, humiliated, threatened, lied to, harassed, and made to be afraid of being in an illegal position.
- 23.5. Goh repeated statements he made at TADM concerning my tax declaration, salary, and accommodation and which are false and/or in contradiction to information I received from IRAS.
- 24. Relevant processes at bodies other than NTU, and with executive power to regulate work activity at NTU, including:**
- 24.1. Due to the quantity and quality of evidence of illegal animal research activity at NTU, regulation by Animal and Veterinary Services (AVS), NParks, is not apparent. I submitted my report on illegal animal research activity to AVS. In a meeting with AVS in which I was asked to present a summary of the report:
- i. AVS staff member Grace Yam Tsing Yee said she has no research experience and denied knowledge of basic scientific terminology, and therefore is obviously not qualified to conduct an investigation into animal research misconduct, even if the evidence in several instances requires only the ability to read English and a school-level understanding of biology. During the meeting, Grace did not indicate she followed nor that she was interested in any scientific evidence presented;
  - ii. Grace was not concerned about illegal animal experiments, she did not address any related content. Grace appeared concerned to show that my report is the intellectual property of NTU and that the report was somehow 'made' in revenge for previous employment at NTU;
  - iii. AVS staff member Cheryl Daludado Germono informed me that no oversight is regularly conducted for animal experiments at NTU. This seems to imply that AVS are lacking any practical control function, against what should be assumed from the Guidelines in place;

- iv. Grace recently sent me an email dismissing my report on illegal animal research activity at NTU. I lodged a police report against AVS the same day.
- 24.2. I lodged a number of police reports on theft, cheating, mischief, forgery, extortion, harassment of my person at my place of residence, and other matters. Not one was investigated. Instead:
- i. I was shouted at by an Investigating Officer Darrell: "You must leave Singapore this is our warning to you!";
  - ii. I was prohibited from lodging police reports on several occasions;
  - iii. I was prohibited from stating the crime in police reports on several occasions;
  - iv. My wording was significantly altered in several police report drafts and I had to insist the draft be torn up and re-written with my own words;
  - v. Investigating Officer Si Kang Bee Yan informed me that she would have the outcome of an investigation into illegal activity including financial at NTU *before* she received my report detailing the evidence;
  - vi. I was repeatedly and absolutely prohibited from submitting the evidence of illegal activity and systemic misconduct at NTU to Singapore Police Force Commercial Affairs Department since Investigating Officer Si Kang Bee Yan refused to do so;
  - vii. I eventually received a letter from the Police stating that there will be no investigation.

25. **Remedy claimed:** I humbly pray for reinstatement or damages.

  
25.5.2021  
Singapore

Mohamed Mustafa Mahmood Helmy

Mohamed Mustafa Mahmood Helmy  
(FIN No. G3363781R)  
Self-employed researcher, MD, PhD  
10 Jurong Lake Link, #15-39, Singapore 648131  
Litigant-in-person

THIS IS THE EXHIBIT MARKED 'GKMK-2'  
REFERRED TO IN  
THE AFFIDAVIT  
OF **GOH KE MIN KEVIN**  
AFFIRMED / ~~SWORN~~ ON  
THIS 7TH DAY OF JUNE 2021  
IN SINGAPORE

BEFORE ME



---

A COMMISSIONER FOR OATHS





Reg. No. 200604393R

**PRIVATE & CONFIDENTIAL**

23 March 2020

Dr Mohamed Mustafa Mahmoud Helmy  
 Apt. 2003, Bldg. 11  
 Xicheng Nianhua, Xihu District  
 Hangzhou, China

Dear Dr Mohamed

**AMENDMENT TO LETTER OF APPOINTMENT (this "Letter")**

We refer to the letter of appointment dated 30 October 2019, the appointment will take effect from 7 April 2020 to 6 April 2021.

All other terms and conditions remains unchanged.

Yours sincerely

Eileen Chua  
 Divisional Head, Human Resources  
 NTU Shared Services  
 For and on behalf of  
 Nanyang Technological University

EC/hn

**ACCEPTANCE**

I, Mohamed Mustafa Mahmoud Helmy, have read and understood this Amendment to Letter of Appointment dated 23 March 2020 from Nanyang Technological University and hereby accept the terms set out in this Amendment to Letter of Appointment.

\_\_\_\_\_  
 (Signature)

Name: Mohamed Mustafa Mahmoud Helmy

Date: Wednesday 25th  
 March, 2020

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NTU Shared Services - Human Resources

Student Services Centre, Level 5, 42 Nanyang Avenue, Singapore 639815, Tel: +65 6908 3301/3302, Fax: +65 6792 5003, [www.ntu.edu.sg/nss](http://www.ntu.edu.sg/nss)

A



Reg. No. 200604393R

**PRIVATE & CONFIDENTIAL**

30 October 2019

Dr Mohamed Mustafa Mahmoud Helmy  
 Apt. 2003, Bldg. 11  
 Xicheng Nianhua, Xihu District  
 Hangzhou, China

Dear Dr Mohamed

**LETTER OF APPOINTMENT (this "Letter")**

We are pleased at the prospect of having you join us as a research member of the **School of Biological Sciences**. We believe you will find Nanyang Technological University (the "University") a vibrant, supportive and stimulating environment which provides opportunities for research and professional development.

The University is pleased to set out below the terms and conditions based on which it shall offer you employment. This Letter supersedes all previous correspondences (if any), which we may have with you.

**1 TERMS OF APPOINTMENT**

The terms of your appointment with the University are set out in:

- 1.1 this Letter;
- 1.2 Job Description (Appendix 1);
- 1.3 the University's Prevailing Policies and Practices (Appendix 2) from time to time; and
- 1.4 the assignment and other benefits (Appendix 3) which may be changed from time to time.

**2 APPOINTMENT AND DUTIES**

- 2.1 We are pleased to appoint you as **Research Fellow** in the Research Scheme, in the **School of Biological Sciences** at NTU Campus.
- 2.2 As **Research Fellow** your main duties and responsibilities are set out as per attached Job Description. In addition to the above stated duties, you shall undertake such other duties as the University shall from time to time assign or vest in you.
- 2.3 The appointment will take effect from **30 December 2019 (the "Commencement Date") to 29 December 2020**.
- 2.4 You will be on probation for a period of **three (3) months** from the Commencement Date. Upon your successful completion of the probation period, we shall inform you.

Additionally, this appointment requires you to complete the University's Epigeum Research Integrity Course ("ERIC") within six (6) weeks from the Commencement Date, and the confirmation of your appointment is conditional on you obtaining the ERIC certificate.

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Dr Mohamed Mustafa Mahmoud Helmy

- 2.5 Your normal working hours are 0830 to 1745 from Mondays to Thursdays, and 0830 to 1715 on Fridays. You shall devote the whole of your time and attention during normal business hours to the discharge of your duties and conform to such hours of work as may from time to time be reasonably required of you. Unless you are required by the University to work on a public holiday, you shall not be entitled to receive any time off or additional remuneration for work performed outside your normal working hours.

### 3 SALARY

- 3.1 The components of your salary package are set out below. The salary package may change in accordance with the University's Prevailing Policies and Practices:

#### 3.1.1 Base Salary

You will receive an annual basic salary of S\$72,000.00 per annum (the "Salary"), payable in twelve (12) equal monthly instalments of **S\$6,000.00** (the "Monthly Basic Salary"). Your salary shall be paid in Singapore Dollars on or before the last working day of every calendar month. Your salary in respect of an incomplete month of employment shall be paid on a pro-rata basis.

Your Monthly Basic Salary may be reviewed annually on the basis of your performance, in accordance with the University's Performance and Salary Review System. For the avoidance of doubt, you shall not have any legitimate expectations of an increment following such review.

#### 3.1.2. Annual Variable Payments

The University may at its sole and absolute discretion also pay you an individual Performance Bonus ("PB"), in accordance with the University's performance bonus system.

For the avoidance of any doubt, the PB is a discretionary payment, and the payment of PB shall under no circumstances give rise to any entitlement, contractual or otherwise, to receive a payment of PB in relation to any other period and the University may, in its sole and absolute discretion, suspend, vary or discontinue such payments at any time whether generally or in relation to you.

There shall be deducted from your remuneration (including but not limited to salary, allowance, bonus and commission) all such sums which the University is entitled, authorised and/or required under the laws of Singapore to deduct and/or withhold, whether for your share of Central Provident Fund contributions, withholding tax or otherwise. Without prejudice to the foregoing, the University shall have the right to deduct from your salary any inadvertent overpayment of salary or other relevant payments under this Contract (as defined below).

### 4 LEAVE AND BENEFITS

- 4.1 You are eligible for twenty-one (21) working days' annual leave per calendar year. Your leave entitlement in respect of an incomplete year of service will be calculated on a pro-rata basis. You may apply to take leave from the Commencement Date. However, upon cessation of your employment with the University, you shall if appropriate either be entitled to pay in lieu of any outstanding annual leave entitlement or be required to repay to the University one day's salary in respect of each day of leave taken in excess of your annual leave entitlement.
- 4.2 You may be granted medical leave in accordance with the University's Prevailing Policies and Practices which shall include hospitalisation and outpatient medical leave
- 4.3 Your entitlement to medical benefits shall be in accordance with the University's Prevailing Policies and Practices. A copy of the brief notes on the University's Flexible Benefits Scheme which is applicable to you is attached.

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Dr Mohamed Mustafa Mahmoud Helmy

- 4.4 You shall be entitled to paid paternity or maternity leave (as the case may be), childcare leave, unpaid infant care leave, adoption leave and/or shared parental leave, if you so qualify, in accordance with the provisions of Singapore law.

## 5 TERMINATION OF EMPLOYMENT

- 5.1 This Contract may be terminated at any time:

5.1.1 during the probation period, by either party giving to the other not less than one (1) months' notice in writing or payment of one (1) months' gross salary, in lieu of notice; and

5.1.2 after the probation period, by either party giving to the other not less than one (1) month's notice in writing or payment of one (1) month's gross salary, in lieu of notice.

- 5.2 In addition, without derogation to any of the University's rights under general law (including its right under general law to terminate your employment for cause), any of the following factors shall be taken into consideration when assessing your work performance and the University shall be entitled to suspend and/or terminate your employment immediately without notice and compensation on any of the following grounds:

5.2.1 if you commit any serious breach or repeat or continue (after warning) any material breach of your obligations hereunder;

5.2.2 if you commit any serious breach or repeat or continue (after warning) any breach of the University's Prevailing Policies and Practices;

5.2.3 if you commit or engage in any serious misconduct, unreasonable absenteeism, willful disobedience of the University's lawful orders, willful refusal to perform all or any of your duties, insubordination, breach of company secrecy, or violation of the laws and regulations of Singapore;

5.2.4 if you are charged with or convicted of any offence which the University regards may bring it or persons associated with it into disrepute;

5.2.5 if you are guilty of any gross negligence or wilful misconduct in connection with or affecting the business of the University or its subsidiaries;

5.2.6 if you are guilty of misconduct whether or not in the performance of your duties under this Contract;

5.2.7 if you fail to perform your duties and obligations under this Contract;

5.2.8 if you are deemed by the University to have conducted yourself so as to affect or likely to affect the public image of the University adversely;

5.2.9 if it becomes illegal for the University to employ you in Singapore;

5.2.10 if you have your work pass revoked or not renewed by the Ministry of Manpower (if applicable);

5.2.11 if you have been declared by an order of court made pursuant to the provisions of the Mental Disorders and Treatment Act (Chapter 178) as being of unsound mind and incapable of managing your affairs; or

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Dr Mohamed Mustafa Mahmoud Helmy

- 5.2.12 if you have been certified in writing by a Medical Board appointed by the University consisting of three (3) registered medical practitioners, one of whom shall be nominated by you, to be unfit for further service in the University. If you refuse or are unable to nominate a medical practitioner of your own choice within fourteen (14) days upon being requested so to do, the University shall appoint the third medical practitioner to constitute the Medical Board. You shall whenever required so to do by the University submit yourself for examination by the Medical Board at the expense of the University.
- 5.3 You acknowledge and agree that your period of appointment is dependent on the availability of sufficient research funding from project as specified in the Job Description which is required to support this position. Accordingly, the University reserves its rights to review your appointment if there is insufficient research funding from the project.

## 6 ACCEPTANCE

- 6.1 If you accept this offer of appointment, please complete, sign and return by 6 November 2019.
- 6.2 Please note that this offer is subject to the following conditions precedent:
- 6.2.1 the University' satisfaction as to your medical fitness and your successful passing of a pre-employment medical examination. In this regard, if you accept our offer of appointment, please go for your medical examination (including a chest x-ray). Please complete your medical examination at least two weeks before the Commencement Date; and
- 6.2.2 Should you require a work pass or other governmental approvals to work in Singapore, this offer will be conditional upon the grant of a valid work pass or approval by the Ministry of Manpower in Singapore ("MOM"). The University will assist you in this process. Your continuous employment with the University will similarly be subjected to the renewal of your work pass or approval by MOM. In the event that MOM does not approve or withdraws your work pass or approval, this Contract will be terminated by operation of law without notice as well as without any payment in lieu of notice and without compensation.
- 6.2.3 The terms of your appointment will be reviewed and revised if you acquire Singapore Permanent Residence or Singapore Citizenship. Please notify the University immediately on acquiring such status.
- 6.2.4 You shall only work for the University during the period relevant to the work pass issued to you by MOM. You shall not be engaged in any other business activities in competition with the University, no matter where these activities occur, and shall not serve concurrently in any other company, entity or organisation during the validity period of the work pass.
- 6.2.5 Renewal of the relevant work pass shall be at the sole discretion of the University, in accordance to the prevailing laws in force in Singapore.
- 6.2.6 You agree and confirm that, upon the termination of your employment for any reason whatsoever, the University shall not be responsible for the costs associated with repatriating you, your family, your personal effects and such other costs associated with your departure from Singapore, and you will bear and be liable for any such repatriation costs.



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Dr Mohamed Mustafa Mahmoud Helmy

- 6.2.7 Please arrange for the medical examination only after you have received the letter conveying the in-principle approval of your work pass application together with any other instructions regarding the requisite medical examination and the submission of the medical report. The physician must complete the report in English. The medical examination report form will be attached when we subsequently send the in-principle approval letter to you. The University undertakes to meet the physician's normal charges for your medical examination, reimbursement for which will be made upon production of original receipt(s) after you have assumed duty in the University. Please note that medical reports that are issued more than 3 months from the time of submission will not be accepted.
- 6.3 In the event you fail to satisfy the conditions precedent herein for any reason whatsoever, this Contract shall be null and void and of no effect. In deciding whether you have satisfied the conditions precedent herein, the decision of the University shall be final and binding.

## 7 ENTIRE CONTRACT

This Letter and all enclosures hereto (collectively known as "this Contract") contain the entire agreement between the parties and supersede any prior oral or written agreements, commitments, understandings or communication with respect to this subject matter and may only be amended or modified by a supplemental agreement signed by both parties.

We look forward to your acceptance of the appointment. In the meantime, should you have any queries, please feel free to contact Hayley Ng via e-mail hayley.ng@ntu.edu.sg if you have any questions concerning this offer of employment.

Yours sincerely



Sally Leong  
Assistant Director  
For and on behalf of  
Nanyang Technological University

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## ACCEPTANCE

I, Mohamed Mustafa Mahmoud Helmy, have read and understood this Letter dated 30 October 2019 from the Nanyang Technological University and hereby accept the terms set out in this Letter.



(Signature)

Name: Mohamed Helmy

Date: Sunday 3rd November, 2019

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Dr Mohamed Mustafa Mahmoud Helmy

## **Appendix 1 Job Description**

### **Job Description**

Our group is investigating 'neurobiology of resilience in the context of external environment'. In particular we are keen to find out what makes some individuals resistant to stress and related disorders, while most others are susceptible. We will be using preclinical animal models to understand the fundamental biology of resilience as well as emergence of dementia. Eventually, we will be investigating translational prospect of resilience and vulnerability of stress-related disorders in human subjects.

### **Requirements**

- Demonstrate high motivation, keen interest and expertise in neurobiological research of stress and resilience.
- PhD with strong publication record and experience in animal handling and/or human subject research, in addition to regular cell/molecular biology techniques.
- Prior experience with rodent behaviour and surgery, and/or physiological/imaging readout in human subject will be a plus.



## Appendix 2 The University's Prevailing Policies And Practices

### 1 PLACEMENT AND DUTIES

- 1.1 The University may, from time to time, require you to undertake additional obligations and responsibilities, without further changing or adjusting your job title, as reasonably determined by the University, in accordance with the needs of the University from time to time. You may be transferred or seconded to any other School or Department or subsidiaries of the University as the University, in its sole and absolute discretion, deems fit.
- 1.2 You are appointed on a full-time basis and you will devote your whole time, knowledge, skill, ability and attention exclusively to the service of the University and will personally attend to the duties assigned to you. You shall not, during the term of your appointment:
- (a) accept any other employment, engagement or appointment; or
  - (b) engage, directly or indirectly, in any other activity (whether or not pursued for pecuniary advantage), that might interfere with your duties and responsibilities under this Contract or create a conflict of interest with the University,
- unless the University otherwise consents in writing.

### 2 PREVAILING POLICIES AND PRACTICES

- 2.1 This Contract shall be read in conjunction with the University's various schemes, benefits, policies and Staff Handbook in force from time to time (collectively, the "**Prevailing Policies and Practices**"), as if they form part of this Contract and are fully incorporated in this Contract.
- If there is any conflict or inconsistency between this Contract and the terms and conditions set out in any of the Prevailing Policies and Practices issued at time of this Contract, this Contract shall prevail. However, this shall be without prejudice to the right of the University as set out in clause 2.2 below.
- 2.2 Your job title, salary, the various schemes, benefits and policies set out herein which you may be eligible are subject to the terms and conditions imposed by the University as set out in the Prevailing Policies and Practices. The University shall have the right, from time to time and as it deems fit, to add to, replace or amend the terms and conditions of the Prevailing Policies and Practices. The University shall endeavour to inform all research members of the additions, replacements or amendments made by the University but the accidental omission to give notice of, or the non-receipt by any research member of notice of, the additions, replacements or amendments shall not affect the validity of such additions, replacements or amendments.
- 2.3 You agree to be bound by and shall, at all times, comply with all the rules and regulations in force, from time to time, affecting research members of the University.

### 3 DEDUCTIONS

- 3.1 The University shall deduct from your salary and all other payments to you, all amounts which the University is entitled, authorised or required under this Contract or the laws of Singapore to deduct. You shall accept the balance of the monthly payment of your salary after all deductions by the University, in full satisfaction of your salary.

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Dr Mohamed Mustafa Mahmoud Helmy

- 3.2 Tax and duties payable on salary, allowances or benefits, which you may be eligible for, shall be borne by you. The University shall also be entitled to deduct all taxes and duties as authorised or required by law.
- 3.3 You acknowledge and agree that:
- (i) the University will deduct from your salary for the followings, if applicable of which you will be informed or notified:
    - a) Deductions for absence from work without leave;
    - b) Deductions for damages or loss caused by your intentional or negligent act/omission during your employ;
    - c) Deductions for income tax or withholding tax due to the Tax Authorities;
    - d) Deductions for advances or for adjustments of overpayments of salary;
    - e) Deductions for leave and other benefits taken in excess of entitlement; E.g. overutilization of flexible benefits and/or overall annual Medical Outpatient Provision in your Medical Spending Account;
    - f) Deductions for giving short resignation notice period to the University;
    - g) Deductions for liquidated damages arising from non-fulfillment of obligations under the University's Sponsorship Agreement;
    - h) Deductions of Dependant's Pass (DP) and/or Long-term Social Visit Pass (LTSVP) Application and/or Issuance Fees; and
    - i) Deductions for outstanding consultancy levies due to the University
  - (ii) when you do leave the University's employment, regardless of the reason for your leaving, any outstanding balance may be deducted from payments by the University due to you. If this amount is insufficient to make up for the outstanding balance, you will repay the deficits with your own monies to the University.

#### **4 INTELLECTUAL PROPERTY RIGHTS**

The University has in force a "Policy on Intellectual Property" (the "IP Policy"). You shall at all time, comply with the provisions set out in the IP Policy or any other policy in force from time to time which the University may, in its sole and absolute discretion, require. The current IP Policy can be viewed at the website of Nanyang Technological University-NTUitive Pte Ltd's homepage at <http://www.ntuitive.sg/>.

#### **5 RESEARCH INTEGRITY POLICY**

The University has in place a policy on Research Integrity (the "RI Policy"). You shall, at all times, comply with the provisions set out in the RI Policy. The current RI Policy can be viewed at [research.ntu.edu.sg](http://research.ntu.edu.sg). Do note that on appointment, all persons involved in research at NTU shall be required to make a declaration of commitment online to the upholding of the highest standards of research integrity.





Private & Confidential  
Dr Mohamed Mustafa Mahmoud Helmy

## **6 PROTECTION OF PERSONAL DATA**

- 6.1 You shall only collect, use, disclose and process personal data of individuals, in full compliance with the Personal Data Protection Act ("PDPA") and with any policies, compliance manual(s), guidelines and/or checklists issued by the University relating thereto.
- 6.2 You agree that the University shall collect, use, disclose or process personal data concerning you pursuant to the NTU Personal Data Privacy Statement and Consent for Employees, a copy of which is attached to this Contract.

## **7 CONFIDENTIALITY OF INFORMATION**

- 7.1 You shall not, at any time before or after the termination of your employment, for whatever cause, use, reproduce, disclose, retain in your possession or control or communicate directly or indirectly to any person other than a person to whom you are authorised by the University to communicate and for a purpose authorised by the University, any document (in written or other form) or information in any form of a nature which is confidential, sensitive or proprietary to the University and its subsidiaries or information received from third parties by the University under obligations of confidentiality ("Confidential Information") and you shall indemnify and keep indemnified the University and its subsidiaries against all losses, costs and expenses arising therefrom. Such Confidential Information shall include personal data of individuals (including but not limited to colleagues, students, corporate counterparts' staff (including personal data provided by corporate counterparts), corporate suppliers'/partners'/contractors' staff) that you come into or may have come into contact with during the course of your work or employment.
- 7.2 You hereby agree and undertake to:
- (a) take all steps to prevent any reproduction, duplication and/or copying of the Confidential Information by any person;
- (b) take all steps to ensure that documents and items of work-in-progress (if any) that embody the Confidential Information are kept in secured storage area;
- 7.3 The obligations under this Clause 7 shall continue without any limit in point in time even after the expiration or termination of this Contract.

## **8 GENERAL**

- 8.1 Other Remedies. You agree that monetary compensation may not be an adequate remedy when you breach certain obligations to the University or its subsidiaries. In such situations, the University or its subsidiaries is entitled to seek appropriate equitable relief against you.
- 8.2 Amendments and Waivers. This Contract may not be amended except by agreement in writing, of the University and yourself. No delay on the part of the University in exercising any right, power or privilege under this Contract shall operate as a waiver thereof, nor shall any waiver on the part of the University of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof of the exercise of any other such right, power or privilege.
- 8.3 Assignment. The rights and obligations of the University under or related to this Contract may be assigned, novated or otherwise transferred by law or by the University by contract, in which event all references in this Contract to "the University" shall be references to the transferee.
- 8.4 Contracts (Third Parties). The Contracts (Rights of Third Parties) Act (Chapter 53B) shall not apply to this Contract, and nothing in this Contract shall be deemed to confer any right to enforce any term of this Contract in any person not party to this Contract.



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Dr Mohamed Mustafa Mahmoud Helmy

**9 GOVERNING LAW**

- 9.1 The terms and conditions in this Contract are governed by, and shall be construed in accordance with, the laws of the Republic of Singapore.
- 9.2 The courts of Singapore or such other courts which the University may elect shall have non-exclusive jurisdiction to try any issues which may arise in connection with these terms and conditions.



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Dr Mohamed Mustafa Mahmoud Helmy

### **Appendix 3**

#### **Additional Assignment Terms & Conditions**

1. Settling-In Allowance: You will be paid a one-off settling-in allowance (payable once only) of **SS\$1,000.00** on the next payroll run upon commencement of your employment.



THIS IS THE EXHIBIT MARKED 'GKMK-3'  
REFERRED TO IN  
THE AFFIDAVIT  
OF **GOH KE MIN KEVIN**  
AFFIRMED / ~~SWORN~~ ON  
THIS 7TH DAY OF JUNE 2021  
IN SINGAPORE  
  
BEFORE ME



\_\_\_\_\_  
A COMMISSIONER FOR OATHS



**Adrian Chiew Choong Yee**

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**From:** Chong Shin Kay  
**Sent:** Friday, 9 October 2020 5:42 PM  
**To:** Mohamed Mustafa Mahmoud Helmy  
**Cc:** NTU Research Integrity Officer; Chief, Legal & Secretarial; Joanna Foong Chi Yuen; Adrian Chiew Choong Yee; Chief Human Resource Officer; Goh Ke Min Kevin; Oh Seok Fen  
**Subject:** RE: Notification of Meeting - 6 Oct 10.30am

Dear Mr Helmy,

The meeting was arranged to clarify the allegations in your complaint pertaining to workplace bullying and the lack of professional stewardship from your Principal Investigator – Asst Prof Rupshi Mitra. We hope to understand more from your perspective during the meeting.

During the meeting, we informed you that Office of Human Resources (OHR), Legal and Secretarial Office (LSO), and the Research Integrity and Ethics Office (RIEO) are looking into your case holistically. You are of the view that workplace bullying, and research integrity issues should be investigated as a whole, rather than separately. We have made a note of this. Please be assured that we will discuss the feedback that you have raised during the meeting with the above offices which are looking into your case.

During the meeting, we sought to obtain clarity on your current working arrangements. You replied that you have not been reporting physically to work, but had been working remotely on your review. We had advised during the meeting and are going to reiterate here again, that if you are working remotely from home, approval has to be sought and obtained from your Principal Investigator (PI). You may apply for your earned annual leave if you are unable to come to work for personal reasons.

However, should you be uncomfortable in conversing with your PI at this time, please approach your HR Rep – Seok Fen.

With regard to the issue of threats of retaliation, Section 7.2 of the University's Framework for Investigation and Disciplinary Proceedings protects persons who have raised complaints of misconduct in good faith against reprisals and retaliation.

**7.2 PROTECTION OF THE COMPLAINANT**

- (a) Every effort will be made to protect the Complainant in good faith from reprisals. No person shall be subject to harassment, intimidation or retaliation of any kind for having brought a good faith complaint of misconduct.
- (b) Any person who makes an attempt at retaliation shall be subject to whatever disciplinary action the University deems appropriate including termination. Retaliation includes harassment, undesirable work assignments, low or no salary increase, poor evaluations, involuntary termination, and denial of tenure or promotion.

We appreciate your time to explain your perspectives to us during the meeting, and we take your feedback seriously. We will be following up the case with LSO and RIEO and will keep you updated in due course.

Regards,  
Shin Kay

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**From:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>

41

**Sent:** Tuesday, 6 October 2020 1:03 PM

**To:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>; Chong Shin Kay <[shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)>

**Cc:** NTU Research Integrity Officer <[NTURIO@ntu.edu.sg](mailto:NTURIO@ntu.edu.sg)>; Chief, Legal & Secretarial <[D-LSO@ntu.edu.sg](mailto:D-LSO@ntu.edu.sg)>; Joanna Foong Chi Yuen <[JoannaFoong@ntu.edu.sg](mailto:JoannaFoong@ntu.edu.sg)>; Adrian Chiew Choong Yee <[adrian.chiew@ntu.edu.sg](mailto:adrian.chiew@ntu.edu.sg)>; Esther Quek (OHR) <[esther.quek@ntu.edu.sg](mailto:esther.quek@ntu.edu.sg)>; #CHUA EILEEN# <[EILEENCHUA@e.ntu.edu.sg](mailto:EILEENCHUA@e.ntu.edu.sg)>; Hayley Ng <[hayley.ng@ntu.edu.sg](mailto:hayley.ng@ntu.edu.sg)>

**Subject:** Re: Notification of Meeting - 6 Oct 10.30am

Dear Seok Fen and Ms. Chong,

cc Human Resources, Legal and Secretarial Office, and Research Integrity and Ethics Office

Thank you for your open invitation in today's meeting to receive questions from me. I need an urgent clarification please: Why is there a threat of retaliation? You were very kind as to refer me to the *Framework for Investigation and Disciplinary Proceedings*. Please see section 7.2. May you please interpret section 7.2 to me from your perspective?

In today's meeting you emphasized a holistic approach is taken to the on-going concerns. However, you also denied knowledge that I am being bullied into research misconduct, this was apparently new information or a new allegation to you. Please see the first sentence of my first submission *Main.pdf*.

For the record, Ms. Chong advised me no permission is needed to seek external legal expertise, and that I should allow time for several University teams to consider the concerns.

Kind regards,  
Mohamed Helmy



**Mohamed Helmy, MD PhD**

Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798  
T +65 83 555 817 [mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg) [www.ntu.edu.sg](http://www.ntu.edu.sg)



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**From:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>

**Date:** Sunday, October 4, 2020 at 5:34 PM

**To:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>

**Cc:** Chong Shin Kay <[shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)>

**Subject:** Re: Notification of Meeting - 6 Oct 10.30am

Dear Seok Fen,

Certainly, I look forward to meeting you on Tuesday.

Kind regards,  
Helmy

**Mohamed Helmy, MD PhD**

Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798  
T +65 83 555 817 [mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg) [www.ntu.edu.sg](http://www.ntu.edu.sg)

---

**From:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>  
**Date:** Sunday, October 4, 2020 at 3:02 PM  
**To:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>  
**Cc:** Chong Shin Kay <[shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)>  
**Subject:** Notification of Meeting - 6 Oct 10.30am

Dear Helmy

We have received your feedback with regards to some workplace concerns and we would like to arrange to meet up with you to understand more.

We would like to check if you are available on 6 October 2020, 10.30am at SBS Meeting Room 2 (SBS-01n-35) for the meeting.

We hope to hear from you soon.

Thank you.

Regards  
Seok Fen

**Ms OH Seok Fen**

Assistant Manager, School of Biological Sciences

60 Nanyang Drive, SBS-01n-14, Singapore 637551  
T 65-6316-2828 [SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg) [www.sbs.ntu.edu.sg](http://www.sbs.ntu.edu.sg)

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**From:** Chong Shin Kay  
**Sent:** Friday, 27 November 2020 6:01 PM  
**To:** Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>  
**Cc:** Oh Seok Fen <SFOh@ntu.edu.sg>  
**Subject:** RE: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy,

You were informed via official emails on 25 November 2020 4.35pm and 26 November 2020 4pm for an official HR meeting scheduled today at 3.30pm, Friday 27 November 2020. The agenda of the meeting was to convey to you on the outcome of the allegations that you had raised. You were also clearly informed via the aforementioned correspondences that your attendance is required, but you did not attend the meeting.

With regard to the e-mails that you have submitted on 11 September 2020, 21 September 2020, 25 September 2020, 9 October 2020 and 5 November 2020, we have conducted a preliminary inquiry on the harassment/people management and research integrity/misconduct allegations that you have raised, which included conducting meetings with yourself, your People Manager, Asst Prof Rupshi Mitra as well as with colleagues from your school. The conclusion is that no misconduct has been found.

You have not reported to work in the office since 14 September 2020 . You have been told during the meeting on 6 October 2020 that if you were not working in the office, you need to get approval to work remotely. This was reiterated in our e-mail to you dated 9 October 2020. Your People Manager, Asst Prof Rupshi Mitra had also written to you on 5 November 2020 with regards to your absence. To date, no approval has been given to you to work remotely.

Pursuant to your employment contract: (a) you are to report to the office for work immediately; and (b) you are also to follow instructions that are given to you in relation to your work.

You are to report to the office on Monday 30 November 2020 in accordance with your official working hours.

Regards,  
Chong Shin Kay  
Employee Engagement & Relations, Manager

---

**From:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>  
**Sent:** Friday, 27 November 2020 1:18 PM  
**To:** Chong Shin Kay <[shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)>  
**Cc:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>  
**Subject:** Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Ms. Chong,

Please be informed my position remains and I will be waiting to read an official text on the outcome of the preliminary inquiry at your earliest convenience.

Kind regards,  
Helmy



**Mohamed Helmy, MD PhD**  
Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798  
T +65 83 555 817 [mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg) [www.ntu.edu.sg](http://www.ntu.edu.sg)



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**From:** Chong Shin Kay <[shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)>  
**Date:** Friday, November 27, 2020 at 10:09 AM  
**To:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>  
**Cc:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>  
**Subject:** Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy,

Please be informed our position remains and we will be waiting for you later [at 3.30pm](#) at OHR Meeting Room 1, Admin Building, Level 4.

Regards,  
Shin Kay

---

**From:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>  
**Sent:** Thursday, November 26, 2020 6:06 PM  
**To:** Chong Shin Kay  
**Cc:** Oh Seok Fen  
**Subject:** Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Ms. Chong,

Please be informed that my position remains that I will meet you after I have read the outcome of the preliminary inquiry. By 'official communication is in writing' I mean that an official communication, such as an outcome of an



inquiry into harassment and research misconduct at a reputable university, are executed in writing. You may convey the outcome to me via an official message in writing and subsequently I will respond and meet you if and when necessary.

Kind regards,  
Helmy



**Mohamed Helmy, MD PhD**

Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798  
T +65 83 555 817 [mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg) [www.ntu.edu.sg](http://www.ntu.edu.sg)



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**From:** Chong Shin Kay <[shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)>  
**Date:** Thursday, November 26, 2020 at 5:54 PM  
**To:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>  
**Cc:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>  
**Subject:** RE: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy,

Please be informed that our position remains that we will meet you tomorrow. I am unsure by what you mean by official communication is in writing.

Nevertheless, the meeting room had been booked. We will convey the outcome to you via a face-to-face meeting and subsequently send you an official email of what had been conveyed.

Regards,  
Shin Kay

---

**From:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>  
**Sent:** Thursday, 26 November 2020 4:56 PM  
**To:** Chong Shin Kay <[shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)>  
**Cc:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>  
**Subject:** Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Ms. Chong,

Please be informed that official communication is in writing.

I will follow up with an email after I receive the outcome of the initial inquiry in writing.

Your report on the initial outcome of the inquiry is required.

Kind regards,  
Helmy



---

**From:** Chong Shin Kay <[shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)>  
**Date:** Thursday, November 26, 2020 at 4:35 PM  
**To:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>  
**Cc:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>  
**Subject:** RE: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy,

Please be informed that the preliminary inquiry outcome will be conveyed to you officially at the meeting.

We will follow up with an email to detail the outcome after our meeting.

Your attendance for this meeting is required.

Thank you.

Regards,  
Shin Kay

---

**From:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>  
**Sent:** Thursday, 26 November 2020 4:19 PM  
**To:** Chong Shin Kay <[shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)>  
**Cc:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>  
**Subject:** Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Ms. Chong,

I could not find an attachment nor text in your email on the outcome of the preliminary inquiry. It is my right to see it in writing, obviously, prior to any meeting.

Kind regards,  
Helmy



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**From:** Chong Shin Kay <[shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)>  
**Date:** Thursday, November 26, 2020 at 4:00 PM  
**To:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>  
**Cc:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>  
**Subject:** Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy

We noted that you are unable to attend today as per your email of November 26, 2020 at 10:22 AM.

We would like reschedule the meeting to 27 November 2020, 3.30pm at OHR Meeting Room 1, Admin Building, Level 4.

The agenda of the meeting would be to share the outcome of the preliminary inquiry.

Thank you.

Regards,  
Shin Kay

---

**From:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>  
**Sent:** Thursday, 26 November 2020 11:18 AM  
**To:** Chong Shin Kay <[shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)>  
**Cc:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>  
**Subject:** Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Ms. Chong,

Kindly address the points in the message sent below. For example, please send the outcome of the preliminary inquiry in writing.

Kind regards,  
Helmy



**Mohamed Helmy, MD PhD**

Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798  
T +65 83 555 817 [mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg) [www.ntu.edu.sg](http://www.ntu.edu.sg)



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**From:** Chong Shin Kay <[shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)>  
**Date:** Thursday, November 26, 2020 at 11:11 AM

**To:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>

48

**Cc:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>

**Subject:** Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy,

Following up from our preliminary inquiry on the allegations you have raised, you are required to attend a meeting which will be held at SBS Meeting Room 2 on 26 November 2020 at 3.30pm.

The agenda of the meeting would be to share the outcome of the preliminary inquiry.

Thank you.

Best Regards,



**Ms CHONG SHIN KAY**

Employee Engagement & Relations, Manager, Office of Human Resources

50 Nanyang Avenue, Admin Building, Singapore 639798

Tel: (65) 6513-8019 Email: [shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)



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**From:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>

**Date:** Thursday, November 26, 2020 at 10:22 AM

**To:** Chong Shin Kay <[shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)>

**Cc:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>

**Subject:** Re: Notification of Meeting - 26 Nov 2020, 3.30pm

Dear Ms. Chong,

Since your apology for incorrectly addressing me sent on 12.10.2020 (below), we have not established communication on a first- or preferred-name basis. You may continue to address me as Dr. Helmy. Along with your failure to notice the first sentence in my first submission, there is thus ample reason to be concerned that attention to detail is not a given priority.

Please send in writing:

1. The agenda for the requested meeting.
2. Findings within the *Framework for Investigation and Disciplinary Proceedings (Faculty and Research Staff)*.

It took you over seven (7) weeks or almost two (2) months to make contact after our last meeting on 06.10.2020. I'm puzzled you now request a meeting within less than twenty-four (24) hours. I am presently occupied compiling a dataset which requires careful attention to detail, and would rather not interrupt. In any case please send the material mentioned above and we may meet as and when.

Kind regards,  
Mohamed Helmy



**From:** Chong Shin Kay <[shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)>  
**Date:** Wednesday, November 25, 2020 at 4:35 PM  
**To:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>  
**Cc:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>  
**Subject:** Notification of Meeting - 26 Nov 2020, 3.30pm

Dear Helmy,

We would like to follow up with you with regards to our last conversation.

We would like to check if you are available tomorrow on 26 November 2020, 3.30pm at SBS Meeting Room 2 (SBS-01n-35) for the meeting.

We hope to hear from you soon.

Thank you.

Best Regards,



**Ms CHONG SHIN KAY**  
Employee Engagement & Relations, Manager, Office of Human Resources  
50 Nanyang Avenue, Admin Building, Singapore 639798  
Tel: (65) 6513-8019 Email: [shinkay.chong@ntu.edu.sg](mailto:shinkay.chong@ntu.edu.sg)



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**From:** Chong Shin Kay  
**Sent:** Friday, 27 November 2020 6:01 PM  
**To:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>  
**Cc:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>  
**Subject:** RE: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy,

You were informed via official emails on 25 November 2020 4.35pm and 26 November 2020 4pm for an official HR meeting scheduled today at 3.30pm, Friday 27 November 2020. The agenda of the meeting was to convey to you on the outcome of the allegations that you had raised. You were also clearly informed via the aforementioned correspondences that your attendance is required, but you did not attend the meeting.

With regard to the e-mails that you have submitted on 11 September 2020, 21 September 2020, 25 September 2020, 9 October 2020 and 5 November 2020, we have conducted a preliminary inquiry on the harassment/people management and research integrity/misconduct allegations that you have raised, which included conducting meetings with yourself, your People Manager, Asst Prof Rupshi Mitra as well as with colleagues from your school. The conclusion is that no misconduct has been found.

You have not reported to work in the office since 14 September 2020 . You have been told during the meeting on 6 October 2020 that if you were not working in the office, you need to get approval to work remotely. This was reiterated in our e-mail to you dated 9 October 2020. Your People Manager, Asst Prof Rupshi Mitra had also written to you on 5 November 2020 with regards to your absence. To date, no approval has been given to you to work remotely.

Pursuant to your employment contract: (a) you are to report to the office for work immediately; and (b) you are also to follow instructions that are given to you in relation to your work.

You are to report to the office on Monday 30 November 2020 in accordance with your official working hours.

Regards,

Chong Shin Kay

Employee Engagement & Relations, Manager

Office of Human Resources

**From:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>

**Sent:** Monday, November 30, 2020 8:45 AM

**To:** Chong Shin Kay

**Cc:** Oh Seok Fen

**Subject:** Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Ms. Chong,

You were informed *via* replies to the emails you listed in the first paragraph of your message sent on 27.11.2020 at 6 p.m. that an outcome of a preliminary inquiry under the *Framework for Investigation and Disciplinary Proceedings (Faculty and Research Staff)*, Last Updated 22 May 2020, is officially executed in writing. You were also clearly informed *via* the aforementioned correspondence of my right to read the official outcome of the preliminary inquiry pertaining to my case, but you did not furnish it.

Text in quotation marks below is copied from your email sent on 27.11.2020 at 6 p.m.

What is an “...harassment/people management...allegation[s]...”? My submission comes under the *Anti-Harassment Policy*, Approved 26 Dec 2018, previously *Harassment Policy*, Approved 24 Dec 2018. I am not familiar with a ‘people management’ policy, may you please forward it? It might be relevant to my case.

I submitted evidence of research misconduct as defined by NACLAR Guidelines, GMAC Guidelines (Singapore Biosafety Guidelines for Research), *NTU Research Integrity Policy*, and *NTU-IACUC Standard Operating Procedure*. What are “...research integrity/misconduct allegations...”? I am curious how one may generate allegations of research integrity.

Who is my “...People Manager...”? To the best of my knowledge, the term is poorly defined on the *ntu.edu.sg* domain. I assume it is not my Reporting Officer because you list that individual separately. Are ‘people manager’ and ‘reporting officer’ used interchangeably? Or were the comma and the “...as well as...” in your official communication misplaced?

I did not liaise with any “...colleagues...” at my school nor outside my school, neither in the plural nor in the singular because I was forbidden from doing so by my supervisor. With whom did you conduct these interviews you refer to?

When you state in your official communication “...we have conducted...”, whom are the “...we...” you refer to?

Given that during our meeting on 06.10.2020: (i) in your opening statement you wrongly claimed I was making allegations of harassment against another person, needed to make an ‘edit’ in your notes when I pointed out no such allegation was made, and yet it is still officially unclear or unknown what or whom is being investigated and by whom; (ii) you did not notice the first sentence of my first submission; (iii) you ignored evidence you found difficult to read; (iv) there was either no *Framework for Investigation and Disciplinary Proceedings (Faculty and Research Staff)* for my case or you made a threat of retaliation; and given that: (v) you addressed me incorrectly in the email you sent on 09.10.2020 at 5.42 p.m., apologized in the email you sent on 12.10.2020 at 10.40 a.m., and then addressed me incorrectly again in the email you sent on 25.11.2020 at 4.35 pm, and (vi) the contradictory content of your official email sent on 27.11.2020 at 6:00 p.m., I may only deduce that you are referring to a case unrelated to mine. Please let me know when an outcome of a preliminary inquiry into my case is produced.

As to other content of your email, I am not sure if you are aware of the terms of employment in the *Research Staff Handbook* published by the Office of Human Resources. I am also not sure if you are aware of the policy defined by Professor Nordenskiöld in the email sent on 19.06.2020, Subject: SBS Phase 2. I do not know this individual who was tolerated to be absent by his or her Reporting Officer, Human Resources Business Partner, and School Chair, and for a period of time you outlined (almost three (3) months!) but that is none of my concern. Please rest assured I will continue reporting to work promptly, and meeting my duties and responsibilities comprehensively.

Kind regards,

Mohamed Helmy



**Mohamed Helmy, MD PhD**

Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798

T +65 83 555 817 [mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg) [www.ntu.edu.sg](http://www.ntu.edu.sg)





**From:** Chong Shin Kay  
**Sent:** Wednesday, 2 December 2020 2:58 PM  
**To:** Mohamed Mustafa Mahmoud Helmy <[mohd.mustafa@ntu.edu.sg](mailto:mohd.mustafa@ntu.edu.sg)>  
**Cc:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>  
**Subject:** RE: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy,

**FINAL REMINDER TO RETURN TO WORK IN THE OFFICE**

We have repeatedly requested you to return to work in the office and attend the meetings scheduled by OHR. However, you have failed to report to work in the office since 14 September 2020, and you have repeatedly refused to attend meetings that have been scheduled by OHR, including the meeting scheduled on Friday 27 November 2020 at 3.30pm.

Your attendance at work in the office was and is required regardless of the preliminary inquiry outcome. Your insistence to have a written report on the preliminary inquiry outcome does not entitle you to continue to be absent from work.

Your failure to report to work constitutes breaches of [NTU Research Staff Handbook](#) (i.e. Absence from Office or Place of Work; Vacation of Office) and your employment contract.

With regard to the email sent by Professor Nordenskiöld on 19 June 2020, it clearly states that work from home is only allowed for research staff where the nature of the work makes it possible, **subject to arrangement with your Reporting Officer/ supervisor**. To date, no approval has been given by your Reporting Officer, Asst Prof Rupshi Mitra to allow you to work from home.

This e-mail serves as a FINAL REMINDER that you shall immediately report to work in the office.

Regards,

Chong Shin Kay

Employee Engagement & Relations, Manager

Office of Human Resources

THIS IS THE EXHIBIT MARKED 'GKMK-4'  
REFERRED TO IN  
THE AFFIDAVIT  
OF **GOH KE MIN KEVIN**  
AFFIRMED / ~~SWORN~~ ON  
THIS 7TH DAY OF JUNE 2021  
IN SINGAPORE  
BEFORE ME



---

A COMMISSIONER FOR OATHS



**PRIVATE AND CONFIDENTIAL**

4 December 2020

Dr Mohamed Mustafa Mahmoud Helmy  
Research Fellow  
School of Biological Sciences

Dear Dr Mohamed Mustafa Mahmoud Helmy,

**TERMINATION OF EMPLOYMENT**

1. We refer to your employment contract with the Nanyang Technological University (the "**University**"), contained in and/or evidenced by (a) a Letter of Appointment from the University to you dated 30 October 2019 which you accepted on 3 November 2019; and (b) an Amendment to the Letter of Appointment dated 23 March 2020 which you accepted on 25 March 2020 (the "**Contract**").
2. We write to inform you that your employment with the University is hereby terminated with immediate effect, pursuant to Clause 5.1 of the Contract. Clause 5.1 states that "This Contract may be terminated at any time after the probation period, by either party giving to the other not less than one (1) months' notice in writing or payment of one (1) months' gross salary, in lieu of notice". In this connection, the University will pay you till your Last Day of Service, and one (1) months' salary in-lieu of notice.
3. Your last day of service with the University will be **4 December 2020** ("Last Day of Service").
4. You must not, without the University's prior written consent, from the date of this letter until your Last Day of Service:
  - (i) contact or deal with (or attempt to contact or deal with) any employee, consultant, client, customer, supplier, agent, distributor, student, trustee, alumni, adviser or any other business contact of the University on an official basis; and
  - (ii) represent (or attempt to represent) the University in any official capacity.
5. The following payments will, subject to paragraph 8 below, be credited to your bank account, subject to our right to deduct or set off any amount due or may be due or owing by you to us, after all relevant tax clearances with the Inland Revenue Authority of Singapore (IRAS) have been performed:
  - (1) your net salary up to your Last Day of Service; and
  - (2) any other amounts which have accrued and are due to you from the University pursuant to your contractual employment benefits,

provided that:

- (i) you properly transition and handover all your work and responsibilities by no later than seven (7) days after your Last Day of Service; and
  - (ii) no action on your part has been taken to discredit either the University or its employees.
6. You must, by no later than seven (7) days after your Last Day of Service, return to the University all notes, memoranda, notebooks, drawings, working papers, draft documents, records, files, disks (and other means of storing or recording information) and other materials in your possession or under your control, in electronic form or otherwise, whether prepared by you or others, which are associated with your employment, and you shall not retain nor take any copies of them without the University's prior written consent. All such items shall be returned to Ms Oh Seok Fen ([sfoh@ntu.edu.sg](mailto:sfoh@ntu.edu.sg); Tel: 63162828).
7. You are, in addition, required to immediately return to the University any property that has been provided by the University to you in the course of your employment, including without limitation your staff card, medical card (including dependents' medical cards, if any), office keys, credit card, mobile telephone, laptop and computer equipment. All such items shall be returned to Ms Oh Seok Fen ([sfoh@ntu.edu.sg](mailto:sfoh@ntu.edu.sg); Tel: 63162828).
8. You shall pay all sums (if any) that are due and owing to the University or its related entities. Without prejudice to the University's other rights under law, any item (in good condition) or sums of monies (if any) which are not received by the University within seven (7) days after your Last Day of Service shall be deemed to be unlawfully retained by you and the University reserves the right to claim or deduct the same from you.
9. In the event that you breach, or the University has reason to believe that you are or will be in breach, of any provision of this letter, the University shall be entitled to withhold part or whole of the sum stated in paragraph 5 above, and/or seek injunctive or other equitable relief from any court of competent jurisdiction enjoining and restraining such breach or threatened breach (without being required to post any bond or other security therefor). Such remedy shall be in addition to any other remedies which the University may have, including the right to recover any and all damages that may be sustained as a result of the breach of any term of this letter and the right to recover any and all payments that may have been made in consideration of you being bound by the terms of this letter.
10. All benefits provided to you pursuant to your employment with the University (including but not limited to any medical, dental and insurance benefits) shall cease on your Last Day of Service.
11. Nothing in this letter shall affect the covenants and obligations contained in your employment contract with the University, contained in or evidenced by your letter of appointment or any other documents referred to in your letter of appointment which are expressed to continue following your Last Day of Service. You shall continue to be bound by your continuing covenants and obligations under your letter of appointment and such documents.
12. This letter shall be governed by the laws of Singapore and the Singapore courts shall have exclusive jurisdiction in respect of any disputes arising in connection with it.



13. We thank you for your service to the University and wish you all the best in your future endeavours.

Yours sincerely

Eileen Chua  
Divisional Head, Human Resources  
NTU Shared Services  
For and on behalf of  
Nanyang Technological University

cc: NSS-HR (Payroll)



## **ANNEX 1: ADMINISTRATIVE MATTERS ON CESSATION OF SERVICE**

1. Your last month's salary will be paid to you on the next payroll after clearance of all liabilities.
2. Your FlexBen entitlement is according to your length of service during the plan year 1 July 2020 to 30 June 2021 and therefore it will be pro-rated accordingly. In this connection, should there be an over utilisation of your FlexBen points, you would be required to pay back the over utilised amount.
3. Should there be an over utilization of your annual leave, you would be required to pay back the over utilised amount.
4. You shall not, at any time after the end of your employment, for whatever cause, use, reproduce, disclose, retain in your possession or control or communicate directly or indirectly to any person other than a person to whom you were authorised by the University to communicate and for a purpose authorised by the University, any document (in written or other form) or information in any form of a nature which is confidential, sensitive or proprietary to the University and its subsidiaries or information received from third parties by the University under obligations of confidentiality ("Confidential Information") and you shall indemnify and keep indemnified the University and its subsidiaries against all losses, costs and expenses arising therefrom. Such Confidential Information shall include personal data of individuals (including but not limited to colleagues, students, corporate counterparts' staff (including personal data provided by corporate counterparts), corporate suppliers'/partners'/contractors' staff) that you have come into contact with during the course of your work or employment with the University.
5. You are also reminded of your continuing obligations to the University under your Letter of Appointment and this includes your compliance with the University's Policy on Intellectual Property. The current IP Policy can be viewed at the website of Nanyang Technological University-NTUitive Pte Ltd's homepage at <http://www.ntuitive.sg/>.
6. Please contact Ms Oh Seok Fen ([sfoh@ntu.edu.sg](mailto:sfoh@ntu.edu.sg); Tel: 63162828) for matters pertaining to salary, if needed.
7. Under the regulation of Singapore's Ministry of Manpower, you are to cancel your Employment Pass and related Pass(es), i.e. Dependent's and/or Long-Term Visit Pass(es) on your last day of work.
8. Within seven (7) days of your Last Day of Service, please present the following documents to NSS HR.
  - a. Your passport and Employment Pass
  - b. The passport(s) and respective Pass(es) of your dependant(s) / parent(s) / parent(s)-in-law, if applicable
  - c. We will assist in cancelling your Employment Pass and related Pass(es) online and issuing you Short-Term Visit Pass(es) of between 14 and 30 days for your remaining stay in Singapore, if required. You may want to note that it is an offence to stay in Singapore without a valid pass.
9. Tax Clearance and Withholding of Last Salary for Non-Singapore Citizens
  - a. If you are not a Singapore Permanent Resident (SPR) or are a SPR who is leaving Singapore, the University is required to file your income tax before you leave the employment of NTU. The University will withhold your last month's salary pending tax clearance, according to applicable Singapore laws. Once the University receives your tax liability as determined by the Income Revenue Authority of Singapore (IRAS), the University will pay to IRAS the assessed tax amount from the withheld salary and release the balance of the salary to you. If your salary is



insufficient for the tax deduction, you must settle the difference before your departure.

- b. Kindly note that if there is outstanding tax, you will be prevented from leaving Singapore. In such instance, you will need a release letter from IRAS. For more details on tax clearance, please refer to <https://www.iras.gov.sg>. If you require further clarifications or assistance, please email [payrollenquiries@ntu.edu.sg](mailto:payrollenquiries@ntu.edu.sg) or call 6790 5135.
10. For payment of outstanding amounts to the University, please make payment at One Stop @ Student Activities Centre (located at Nanyang Technological University, NS3-01-03 North Academic Complex, 50 Nanyang Avenue, Singapore 639798). Do note that only cashless modes of payment (GIRO, NETS, cash card, EZ-Link, cheques, bank draft, cashier's order and credit card) are accepted. For payment by crossed cheque or bank draft drawn on a local bank in Singapore, please issue to "Nanyang Technological University".
11. Alternatively, you may also make payment via internet transfer. Our bank information are as follows:

Account Name:	Nanyang Technological University
Name of Bank:	OCBC Bank
Account Number:	537010027001
Head Office Address:	65 Chulia Street, OCBC Centre, Singapore 049513

After making payment, please send a scanned copy of the receipt to Hayley Ng from NSS HR at [hayley.ng@ntu.edu.sg](mailto:hayley.ng@ntu.edu.sg).



**Goh Ke Min Kevin**

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**Subject:** Re: Notice of Termination**Sensitivity:** Confidential**From:** Oh Seok Fen <[SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg)>**Sent:** Friday, December 4, 2020 3:13 PM**To:** [helmy.m@gmail.com](mailto:helmy.m@gmail.com)**Cc:** Lars Nordenskiöld (Prof); Chong Shin Kay**Subject:** Notice of Termination

Dear Helmy

**NOTICE OF TERMINATION**

We refer to your absence from the scheduled meetings on 26 November 2020, 27 November 2020 and 4 December 2020 at SBS Meeting Room 2.

Despite multiple attempts to reach out to you during working hours, you had continuously refused to meet. You have not reported to work in the office since 14 September 2020 despite no approval being given to you to work remotely. Hence, the University had decide to terminate your employment contract with salary paid in lieu of notice per Clause 5.1.2 of your Employment Contract:

*"...after the probation period, by either party giving to the other not less than one (1) month's notice in writing or payment of one (1) month's gross salary, in lieu of notice."*

The relevant documentation shall be sent via email to your personal email account and to your last registered address by hand on 4 December 2020.

Please reach out to me ([sfoh@ntu.edu.sg](mailto:sfoh@ntu.edu.sg)) if you have any questions.

You are also required to return the University laptop and all other computer equipment as well as staff and medical cards which you have been given. You may schedule a time with me to manage your return of University properties.

We wish you all the best.

Regards  
Seok Fen

**Ms OH Seok Fen**

Assistant Manager, School of Biological Sciences

60 Nanyang Drive, SBS-01n-14, Singapore 637551

T 65-6316-2828 [SFOh@ntu.edu.sg](mailto:SFOh@ntu.edu.sg) [www.sbs.ntu.edu.sg](http://www.sbs.ntu.edu.sg)

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CONFIDENTIALITY: This email is intended solely for the person(s) named and may be confidential and/or privileged. If you are not the intended recipient, please delete it, notify us and do not copy, use, or disclose its contents. Towards a sustainable earth: Print only when necessary. Thank you.



THIS IS THE EXHIBIT MARKED 'GKMK-5'  
REFERRED TO IN  
THE AFFIDAVIT  
OF **GOH KE MIN KEVIN**  
AFFIRMED / ~~SWORN~~ ON  
THIS 7TH DAY OF JUNE 2021  
IN SINGAPORE

BEFORE ME



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A COMMISSIONER FOR OATHS



# SYSTEMIC MI SINGAPORE



**NANYANG  
TECHNOLOGICAL  
UNIVERSITY**  
SINGAPORE



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Neur

LEE KONG CHIAN  
SCHOOL OF  
MEDICINE



NANYANG  
TECHNOLOGICAL  
UNIVERSITY

Imperial College  
London

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MORE INFO

MORE

## Nitish

Misconduct in  
activity of N  
affiliated w  
University of S  
Johns Hopki

More

# Frequently ques



proposals and recommend or decide which proposals to fund. It is a panel of experts or *an* expert assessing grant applications. The panel meets at intervals, and also at the end of the funding cycle. In other words, it is not (or should not be) some paper-pusher who tells a researcher the night before. You have to show the results of your work, a list of brain neurons, a list of publications produced by your students, conferences attended, so on. One funding agency, the Frontier Science Program, download the full report [here](#). I informed them of the grant he got from them as well as others in the program. They asked if there was any misconduct, and NTU said no. That's like asking a doctor if he says no, you take his word for it. Is there no one else who can check the report I sent them to investigate themselves? Who is supposed to check the Frontier Science Program, an eight-ball? Perhaps a

5. **Financial regulatory bodies.** Whether the money should be *someone* looking into it, no? Like an audit, it seems.

6. **Fear and silencing.**

## Why is this happening? To what end?

I do not know. An easy reason to consider is money. Why do you want to actually do research, and then not do research. It is not only people allowed to visit are actors playing with money, but real money under the table. Needless to say, the information is both in terms of daily life and importantly in terms of research. An important 'resource' is the sheer number of clever, creative people. [and Mitra](#) for more on demoralization of students by n



# Report d

Click on the buttons below



## **Singapore Dementia Consortium**

Misconduct by the Singapore Dementia Consortium. Part I is an analysis of the activities of this report. Part II is an analysis of the activities of Nanyang Technological University.



## **Misconduct by Nitish V. Thakor**

Misconduct in the research activity of Nitish V. Thakor, a senior research fellow of Singapore, and Professor at Johns Hopkins University.

## **Human Frontier Science Program**

## **Systemic misconduct in Singapore institutes of research and higher education**

Saturday 27 March, 2021

Mohamed Helmy

MD, PhD

[helmy.m@protonmail.com](mailto:helmy.m@protonmail.com)

[helmy.m@gmail.com](mailto:helmy.m@gmail.com)

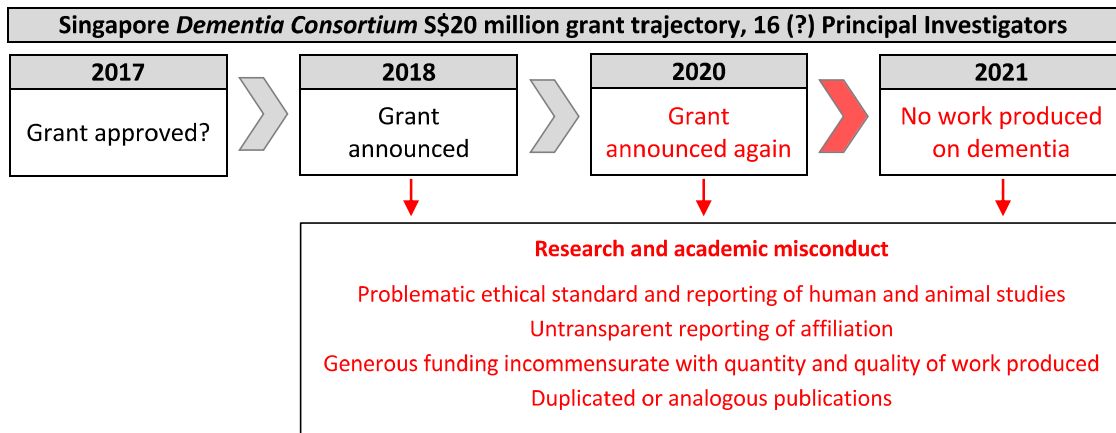
+65 83 555 817

10 Jurong Lake Link, #15-39

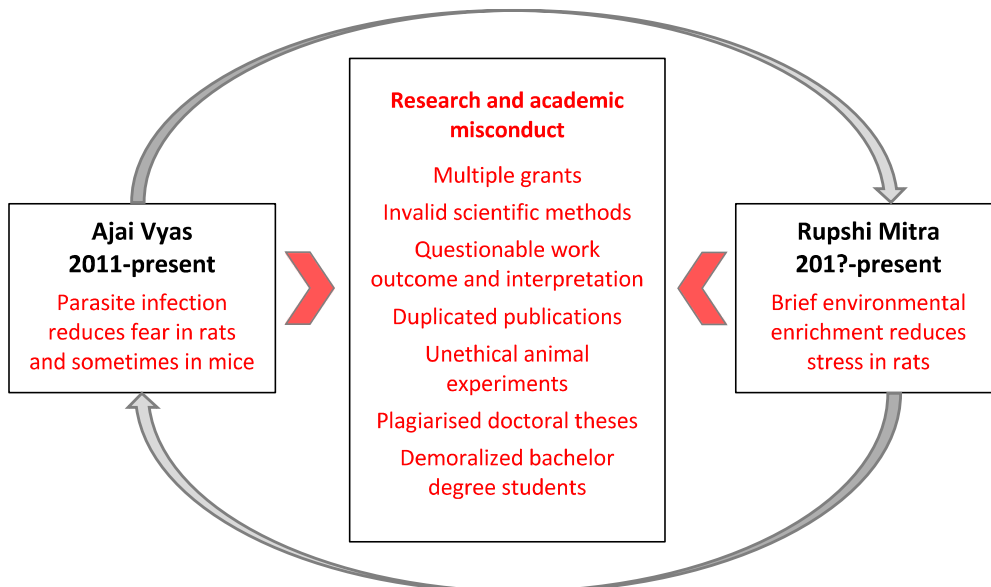
Singapore 648131

[nanyangscandal.com](http://nanyangscandal.com)

**Graphical abstract**



**Ajai Vyas and Rupshi Mitra, Nanyang Technological University, multiple grants**





## Systemic misconduct in Singapore institutes of research and higher education

This is a report on systemic research and academic misconduct in Singapore institutes of research and higher education, namely Nanyang Technological University and Lee Kong Chian School of Medicine Nanyang Technological University-Imperial College London, National University of Singapore and Duke-NUS, National Neuroscience Institute, and A\*STAR.

In Part I of this document evidence is presented of gross misconduct perpetrated by a group of Principal Investigators (PIs) in Singapore. The 'Dementia Consortium' took S\$19.4 million (about 14.5 million USD) in a grant probably called *AcRF Tier 3 Defining the brain circuitry defects that cause dementia*; due to systemic obfuscation this information cannot be verified from what the investigators chose to disclose. The grant was announced in 2018 and again in 2020. This grant was not used to research dementia. Arguably, nothing demonstrable and of note was done with the money.

Systemic misconduct by PIs in the Consortium shows:

- problematic or highly problematic ethical standards and reporting of human and animal studies;
- untransparent reporting of affiliation;
- quantity and quality of work not meeting stated grant objectives and amount;
- apparently frequent duplication of publications or analogous work.

Notable PIs in the Dementia Consortium implicated in misconduct include:

- George Augustine, head of the Consortium, presently Professor at Lee Kong Chian School of Medicine, Nanyang Technological University-Imperial College London, putatively at Korea Institute of Science and Technology, previously at Duke and Duke-NUS. Augustine's editorial practice at *Frontiers* violates publisher guidelines;
- Nagaendran Kandiah, a neurologist affiliated in one way or another with almost all institutes of research and higher education in Singapore as well as the Singapore Ministry of Health, National University Health System, and elsewhere. Kandiah is in charge of clinical trials of questionable scientific validity. Financial and conflict of interest declarations in publications by Kandiah are absurdly disclosed and in relation to major pharmaceutical corporations;
- Sanjay Khanna, a faculty member at the National University of Singapore who is also on the animal ethics board and so his role in potentially approving his own meagre and substandard work and that of others in the Dementia Consortium is unknown;
- Judy Sng, a faculty member who appears to have two personas at the National University of Singapore - assuming that is not the case we should not be in a situation where this is even contemptable;
- Gavin Stewart Dawe, head of department at the National University of Singapore who appears to be running a thesis mill.
- Kah-Leong Lim, putatively affiliated with several Singapore institutes and abroad.

In Part II evidence is presented of gross misconduct in the research and education activities of Ajai Vyas and Rupshi Mitra at Nanyang Technological University and over a period of about a decade. Both are members of the Dementia Consortium and Vyas has a leading role. Misconduct by Vyas and Mitra shows:

- Illegal animal experiments including killing animals for no scientific reason and without anaesthesia.
- Consistent receipt of local and international grants with which was produced extremely substandard work rife with indisputable scientific evidence of misconduct. Vyas is a *Human Frontier Science Program* grant recipient; none of the stated grant objectives were attained.
- Duplication of this substandard work in articles published in indexed and non-indexed scientific journals and doctoral theses.
- Obfuscation of this substandard work in scientific terminology and incommensurate statistics.

- Misreporting or forging administrative details such as official experimental protocol, grant details, and metadata in the Nanyang Technological University repository (DR-NTU).
- The co-authors of these two individuals received monies and credit for questionable work produced at Nanyang Technological University, and it is unclear if these co-authors were even in Singapore at the purported time of production of said substandard and duplicated work.
- Demoralization of bachelor degree students. Some bachelor degree students showed admirable resistance to dishonest work in their final year projects.

Part III is conflict of interest disclosure by the author.

Individuals who are meant to safeguard due process and the integrity of human and animal research activity in Singapore are the same individuals who are breaching it. This includes Roderick Wayland Bates and Tony Mayer, both affiliated with Nanyang Technological University and the Singapore Institutional Research Integrity Offices Network (SIRION), as well as ethics and compliance officers at the National University of Singapore.

I hope you may consider evidence in this report since implications go beyond individual and institutional reputation. Clinical trial research activity in Singapore will be documented in a subsequent report.

The quantity of resources which must have been thrown to silence, harass, and evict me is flattering.

The first sentence of the Acknowledgements in Lee Kuan Yew's memoirs, *The Singapore Story*, reads: "I was fortunate in 1995 to gather a team of young researchers."<sup>1</sup> The man credited with making Singapore what it is established that knowledge and meritocracy are to be powerful forces in its management.<sup>2</sup> The putatively widespread and systemic misconduct in Singapore research and academia and related to management practice and grant, health, research, and education system administration documented here obviously poses a danger and challenge to Singapore.

Kind regards,



Mohamed Helmy  
MD, PhD

helmy.m@protonmail.com  
helmy.m@gmail.com  
+65 83 555 817  
10 Jurong Lake Link, #15-39  
Singapore 648131

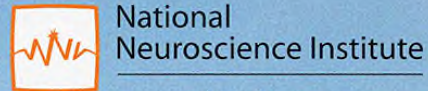
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<sup>1</sup> Lee Kuan Yew, *The Singapore Story* (Singapore: Times Editions, 1998), page 10.

<sup>2</sup> Lee Kuan Yew, *Continuity of Association After Empire* (Smuts Memorial Lecture, University of Cambridge, 24 April 1969, in National Archives of Singapore), pages 5, 16, 17, and 24; see also Quah, J. S. T., "Singapore in 1983: The Continuing Search for Talent," *Far Eastern Survey* 24, no. 2 (1955): 178-186.



# SYSTEMIC MISCONDUCT IN SINGAPORE UNIVERSITIES



[nanyangscandal.com](http://nanyangscandal.com)



## **PART III**

### **Conflict of interest disclosure by the author**

1. I, Mohamed Mustafa Mahmoud Helmy, submitted reports on widespread and systemic misconduct in research and academic activity by Ajai Vyas and Rupshi Mitra at Nanyang Technological University to the University Leadership, Office of Human Resources, Legal and Secretarial Office, and Research Integrity Office during the period September to November 2020.
2. Under the 'no reason' clause my employment contract with Nanyang Technological University was terminated by the Office of Human Resources on 4 December 2020.
3. Since 19 December 2020, police reports have been lodged on widespread corruption in research and academic institutes in Singapore, and including harassment of my person at my place of residence by a person alleging to work for Nanyang Technological University, theft, cheating, mischief, forgery, extortion, spying, digital hacking, and other matters.

I, Mohamed Mustafa Mahmoud Helmy, hereby declare that to the best of my knowledge all information contained herein is true.

Mohamed Helmy  
Singapore, 09.03.2021

THIS IS THE EXHIBIT MARKED 'GKMK-6'  
REFERRED TO IN  
THE AFFIDAVIT  
OF **GOH KE MIN KEVIN**  
AFFIRMED / ~~SWORN~~ ON  
THIS 7TH DAY OF JUNE 2021  
IN SINGAPORE  
  
BEFORE ME



---

A COMMISSIONER FOR OATHS



**Dr Mohamed Mustafa Mahmoud Helmy**  
10 Jurong Lake Link  
#15-39  
Singapore 648131

**BY EMAIL & CERTIFICATE  
OF POSTING ONLY**

**Attention: Dr Mohamed Mustafa Mahmoud Helmy**

SENDER'S REF	RECIPIENT'S REF	DATE	PAGE
WZR/TWK/292401/65	-	9 March 2021	1/3

Dear Sirs,

**FALSE AND DEFAMATORY STATEMENTS AGAINST NANYANG TECHNOLOGICAL UNIVERSITY**

1. We act for Nanyang Technological University.
2. We are instructed that you were formerly employed by our clients as a Research Fellow between 7 April 2020 to 4 December 2020.
3. We are instructed that following the termination of your employment, you published or caused to be published baseless and unsupported allegations against our clients (the "**Publications**") to various third-parties in and outside of Singapore. These parties include:
  - (a) the Prime Minister's Office on or around 14 December 2020;
  - (b) the International Human Frontier Science Program Organisation on or around 3 January 2021;
  - (c) Individuals from the Ministry of Education and the National Research Foundation, on or around 11 January 2021;
  - (d) Imperial College on or around 18 January 2021;
  - (e) Karolinska Institutet on or around 20 January 2021;
  - (f) Stanford University on or around 27 January 2021;
  - (g) the Singapore Institutional Research Integrity Offices Network on or around 5 February 2021; and
  - (h) University of California San Diego on or around 1 March 2021.
4. Among other things, you alleged in the Publications that:
  - (a) there is widespread systemic corruption, large-scale research misconduct and unethical animal experimentation perpetrated by our clients' faculty members and/or researchers;
  - (b) our clients are highly likely to be colluding with the aforementioned faculty members and/or researchers in their misconduct;

**RAJAH & TANN SINGAPORE LLP**

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- (c) our clients did not investigate your allegations because our clients' faculty members and/or researchers involved had received a grant of S\$19.4 million from the Ministry of Education to conduct research on dementia and Alzheimer's disease (the "**Research**"), but did not use the grant for the Research;
  - (d) our clients terminated your employment because you submitted a report on the above allegations; and
  - (e) our clients have since harassed you at your place of residence, and police reports have been lodged for alleged theft, cheating, mischief, forgery, extortion, spying and digital hacking.
5. The Publications are voluminous and run into hundreds of pages. However, the allegations against our clients are spurious and unsupported by evidence.
  6. Notwithstanding, the Publications mean and/or are understood to mean that our clients are aware of, have countenanced, and have colluded in systemic breaches of research integrity and in ethical misconduct, including unethical animal testing. You have further insinuated that instead of investigating your allegations, our clients chose to terminate your employment and are now harassing you. You have also claimed that in doing so, our clients have acted corruptly.
  7. The Publications are shocking and plainly defamatory. The Publications were intended to and did have the effect of lowering and causing injury to our clients' standing and reputation.
  8. As a leading research and educational institute, our clients hold themselves up to the highest standards of research integrity and scientific propriety. Our clients treat any allegation of misconduct with the utmost seriousness.
  9. In this regard, our clients have informed you in late 2020 and as recently as 18 February 2021 that our clients have conducted formal investigations on your allegations, and that no identifiable misconduct on the part of our clients and their faculty members and/or researchers named in the Publications had been found. Notwithstanding our clients' notice to you to cease making further defamatory statements, you persisted in your campaign to injure our clients by publishing further defamatory allegations in an email to the University of California San Diego on 1 March 2021.
  10. Accordingly, our clients consider that you caused the Publications to be published maliciously and/or you were reckless to the truth of the content in the Publications.
  11. Further, it was foreseeable and/or the natural, ordinary and probable consequence of your conduct that the Publications will reach a wide audience. Indeed, we are instructed that the Publications have been circulated globally beyond the initial recipients.
  12. In the circumstances, we are instructed to and do hereby demand on behalf of our clients that you shall provide a signed written undertaking to our clients **within seven (7) days** of the date of this letter in the form of the enclosed Acceptance letter stating that you agree to and will strictly comply with the following terms:
    - (a) you shall unconditionally and irrevocably retract all your allegations and defamatory remarks in the Publications;
    - (b) you shall immediately cease and desist from publishing and/or procuring the publication and/or making of any defamatory statements of or about our clients, their faculty members and/or researchers (whether by way of email, letters or any other electronic or physical modes of communication) regarding the subject matter of the Publications and you shall not procure any third parties or agent to do the same; and

- (c) you shall take all reasonable and necessary steps to communicate in writing to all parties whom you have published the Publications to (including the parties listed in this letter) that the Publications are without basis, and that you unconditionally and irrevocably retract the Publications. You agree that you shall provide to our clients any and all records evidencing the retraction within seven (7) days of this letter.
13. If you do not provide the written undertaking and strictly comply with its terms **within seven (7) days** of the date of this letter, we have firm instructions to take such steps as may be necessary to protect our clients' interests.
14. All our clients' rights, including their rights to look to you for damages caused by the Publications, are reserved.

Yours faithfully,



**Wilson Zhu / Timothy Ang**

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cc. clients



**ACCEPTANCE**

**Dr Mohamed Mustafa Mahmoud Helmy**

10 Jurong Lake Link

#15-39

Singapore 648131

Dear Sirs,

I, **Dr Mohamed Mustafa Mahmoud Helmy** (Identification No. \_\_\_\_\_) refer to the statements that I published or caused to be published to various third parties about Nanyang Technological University (“**NTU**”) and their faculty members and/or researchers starting from on or around December 2020 regarding allegations that NTU had, among other things, (a) been involved in systemic corruption, research misconduct and unethical animal testing; (b) that NTU was likely colluding in such misconduct; (c) that NTU had terminated my employment because I submitted a report on the alleged misconduct; and (d) that NTU had harassed me personally (the “**Publications**”).

I hereby unconditionally accept, acknowledge and confirm that:

- a) I unconditionally and irrevocably retract all my allegations and defamatory remarks in the Publications;
- b) I shall immediately cease and desist from publishing and/or procuring the publication and/or making of any further defamatory statements of or about NTU and their faculty members and/or researchers (whether by way of email, letters or any other electronic or physical modes of communication) regarding the subject matter of the Publications and shall not procure any third parties or agent to do the same; and
- c) I shall take all reasonable and necessary steps to communicate in writing to all parties whom I have published the Publications to (including all parties listed in Rajah & Tann Singapore LLP’s letter dated 9 March 2021) that the Publications are without basis and that I unconditionally and irrevocably retract the Publications. I agree that I shall provide to NTU any and all records evidencing such retraction within seven (7) days of Rajah & Tann Singapore LLP’s said letter.

Yours faithfully

**Dr Mohamed Mustafa Mahmoud Helmy**

Date:

**Dr Mohamed Mustafa Mahmoud Helmy**  
10 Jurong Lake Link  
#15-39  
Singapore 648131

**BY EMAIL & CERTIFICATE  
OF POSTING ONLY**

**Attention: Dr Mohamed Mustafa Mahmoud Helmy**

SENDER'S REF	RECIPIENT'S REF	DATE	PAGE
WZR/TWK/292401/65	-	25 March 2021	1/2

Dear Sirs,

**FALSE AND DEFAMATORY STATEMENTS AGAINST NANYANG TECHNOLOGICAL UNIVERSITY**

1. We refer to your email dated 18 March 2021 on the above. All capitalized terms herein shall bear the meaning set out in our letter dated 9 March 2021 (the "**Letter**").
2. Our clients note that you have not provided any substantive response to the matters in the Letter.
3. You have also not denied that our clients had previously informed you, on multiple occasions, that they have conducted inquiries into your allegations, and that our clients had found no identifiable misconduct on the part of our clients and the faculty members and/or researchers mentioned in your allegations. Simply put, there is no truth to the matters alleged in the Publications, and you are aware of it.
4. Despite the above and our clients' repeated requests, you have willfully refused to cease and desist from making such defamatory remarks about our clients. Instead, you responded by making further vindictive and spiteful claims against our clients in your 18 March 2021 email.
5. Unsurprisingly, these new claims in your e-mail are vague and completely unsupported by evidence. It therefore appears that you are insistent on continuing to spread falsehoods and plainly defamatory statements about our clients without any regard to truth, in order to sustain your malicious agenda to injure our clients. Indeed, subsequent to your 18 March 2021 e-mail, you published further defamatory statements about our clients to Harvard University on 23 March 2021.
6. It is regrettable that you have chosen this course of conduct. In view of the above, we are now instructed by our clients to give you a **FINAL DEMAND** for you to provide the signed written undertaking and agree to strictly comply with the terms in paragraph 12 of the Letter **by no later than 5pm on 1 April 2021**, failing which we have firm instructions to take appropriate legal action to preserve our clients' interests and reputation, in which event our clients will be seeking costs from you.

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7. All our clients' rights, including their rights to look to you for damages caused by the Publications, are hereby reserved.

Yours faithfully,



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cc. clients

**Anna Oh**

---

**From:** Mohamed Helmy <helmy.m@gmail.com>  
**Sent:** Thursday, 18 March 2021 3:55 PM  
**To:** Timothy Ang  
**Cc:** Wilson Zhu; Anna Oh; Jonathan Yuen  
**Subject:** Re: False and defamatory statements against NTU - R&T letter of 9 March 2021

Dear Mr. Ang,

I'm surprised anyone at Rajah and Tann is capable of producing such an unprofessional, inadequate, and offensive 'letter' as the one you and Mr. Zhu put together. That is why I cc-ed your colleague, Mr. Yuen, perhaps he may advise.

To give you, Mr. Ang and Mr. Zhu, the benefit of the doubt, I am going to assume you were acting under client instructions, a client who only understands violence and intimidation. However, this case is not comparable to the Wirecard scandal, the evidence is unambiguous.

In my frequent, prolonged, and sensitive attempts to pursue corrective action, the only message I received from NTU was a variant of 'fuck off and shut the fuck up'. I do not imagine NTU will change position. I'm sure you'll let me know if they do, like, sit and talk like adults.

My duty to Singapore and the academic community is to pursue corrective action.

I don't do fictional ultimatums, you may reply if and when you please. Others will do 'Publications' with which you and your client are familiar as well as novel ones when they please.

I remain,  
Mohamed Helmy  
MD, PhD

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On Tue, 9 Mar 2021 at 18:33, Timothy Ang <[timothy.ang@rajahtann.com](mailto:timothy.ang@rajahtann.com)> wrote:

**FALSE AND DEFAMATORY STATEMENTS AGAINST NANYANG TECHNOLOGICAL UNIVERSITY**

Dear Sirs,

1. We attach herewith our letter of even date for your attention.
2. All our clients' rights are reserved.

**Timothy Ang**  
*Senior Associate*

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