

CONSULTANCY SERVICES FOR:
KAJIAN PENGUKURAN PRODUKTIVITI PERKHIDMATAN AWAM 2019-2020

CONTRACT NO. :

BETWEEN

MALAYSIA PRODUCTIVITY CORPORATION

AND

UNIUTAMA EDUCATION AND CONSULTANCY SDN. BHD

TABLE OF CONTENTS

1.0	DEFINITIONS AND INTERPRETATIONS.....	5
1.1.	Definitions	5
1.2.	Interpretations	6
1.3.	Entire Agreement	7
2.0	APPOINTMENT AND CONSIDERATION	7
3.0	EFFECTIVE DATE AND DURATION OF THIS AGREEMENT	7
3.1.	Contract Period	7
3.2.	Extension of Contract Period	7
4.0	CONSULTANT'S REPRESENTATIONS AND WARRANTIES	9
5.0	CONSULTANT'S OBLIGATIONS	10
5.1.	Quality of Services	10
5.2.	Timeliness of Services	10
5.3.	Instructions by Malaysia Productivity Corporation	10
5.4.	Consultant's Personnel	11
5.5.	Information and Records	11
5.6.	Liability	12
5.7.	Indemnity	12
5.8.	Confidentiality	13
5.9.	Notice of Delay	14
5.10.	Assistance in Arbitration Inquiry or Litigation	14
5.11.	Situation Beyond Control Of Consultant	15
5.12.	Prohibition on Association	15
5.13.	Prohibition on Conflicting Activities	15
5.14.	Independent Consultant	15
5.15.	Technology and Knowledge Transfer	16
5.16.	Intellectual Property Rights	16
6.0	MALAYSIA PRODUCTIVITY CORPORATION 'S OBLIGATIONS.....	17
6.1.	Appointment of Malaysia Productivity Corporation's Representative	17
6.2.	Obligation to give instructions, decisions, etc. without delay	17
6.3.	Obligation to Supply Relevant Information and Assistance	17
6.4.	Payment to the Consultant for Services	18
6.5.	Withholding Payment	19
7.0	MALAYSIA PRODUCTIVITY CORPORATION'S RIGHTS	20
7.1.	Proprietary Rights of Malaysia Productivity Corporation in Relation to Documents	20
8.0	DISPUTE RESOLUTION	21
8.1.	Dispute Resolution by Malaysia Productivity Corporation Representative (MPCR)	21
8.2.	Dispute Resolution Committee	21
8.3.	Arbitration	22
9.0	SUSPENSION.....	23
9.1.	Suspension and Resumption of Services	23

9.2.	Extension of Time	23
9.3.	Consequences of Mutual Termination	24
10.0	TERMINATION BY MALAYSIA PRODUCTIVITY CORPORATION.....	24
10.1.	Withholding Payment	24
10.2.	Default by the Consultant	24
10.3.	Events of Default	25
10.4.	Consequences of Termination by Malaysia Productivity Corporation.....	25
11.0	TERMINATION BY THE CONSULTANT	26
11.1.	Consequences of Termination by the Consultant	26
12.0	TERMINATION ON NATIONAL INTEREST	27
13.0	TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES	27
14.0	PAYMENT UPON SUSPENSION AND TERMINATION	28
15.0	FORCE MAJEURE	28
15.1.	Events.....	28
15.2.	Notification of Force Majeure.....	29
15.3.	Termination by Force Majeure	29
15.4.	Consequences of Termination due to Event of Force Majeure	30
15.5.	Delay	30
15.6.	Restoration	30
15.7.	Insurance	30
16.0	AMENDMENT	31
17.0	NOTICES	31
18.0	GOVERNING LAW	31
19.0	COMPLIANCE WITH LAWS AND REGULATIONS	31
20.0	SEVERABILITY.....	32
21.0	RELATIONSHIP OF THE PARTIES	32
22.0	ADVERTISEMENT.....	32
23.0	TIME	32
24.0	COSTS AND STAMP DUTY	32
25.0	INCOME TAX	32
26.0	SCHEDULES AND APPENDICES	33
27.0	WAIVER	33
28.0	CUSTODY OF AGREEMENT	33
29.0	SUCCESSORS BOUND	33
	SPECIAL PROVISIONS.....	34
	SIGNATORIES TO THE AGREEMENT	35
	APPENDIX 1 : TERMS OF REFERENCE	36
	APPENDIX 2 : TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION	42
	CADANGAN TEKNIKAL KAJIAN PENGUKURAN PRODUKTIVITI PERKHIDMATAN AWAM BAGI TAHUN 2019-2020.....	43
	Lampiran A	58
	APPENDIX 3 : LETTER OF ACCEPTANCE	60
	APPENDIX 4 : DELIVERABLES	61
	APPENDIX 5A : SUMMARY OF TOTAL CONSULTING COST	62
	APPENDIX 5B : CONSULTING FEES	63
	APPENDIX 5C : OUT OF POCKET EXPENSES	64
	APPENDIX 6 : SCHEDULE OF AGREED ITEMS.....	65
	APPENDIX 7 : SERVICES IMPLEMENTATION SCHEDULE	67
	APPENDIX 8 : CONSULTANT'S PERSONNEL	68
	APPENDIX 9 : CONSULTANT'S PERSONNEL TIME INPUT SCHEDULE	69
	APPENDIX 10 : CONSULTANT'S SERVICES TAX LICENSE	70
	APPENDIX 11 : SCHEDULE OF PAYMENT	71

CONTRACT NO. :

“RECITALS”

THIS AGREEMENT is made on day of 2020

BETWEEN

MALAYSIA PRODUCTIVITY CORPORATION a statutory body established under the Malaysia Productivity Corporation Act 1966, whose registered address is at Lorong Productivity, Jalan Sultan, 46200 Petaling Jaya, Selangor (hereinafter referred to as “the **Malaysia Productivity Corporation**”) of the first part;

AND

UNIUTAMA EDUCATION AND CONSULTANCY SDN. BHD. (UECSB)] 946736-D a body corporate incorporated under the Companies Act 1965 (whichever is applicable), having its registered office at **Unit Latihan Dan Konsultansi (UTRACY) Pusat Pendidikan Profesional Dan Lanjutan (PACE) Universiti Utara Malaysia (UUM) 06010 Sintok, Kedah** (hereinafter referred to as “**Consultant**”) of the other part.

Malaysia Productivity Corporation and the Consultant shall individually be referred as the “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS

- (A) The Malaysia Productivity Corporation is desirous of obtaining consultancy services (hereinafter referred to as “**the Services**”) necessary for the project entitled “**Kajian Pengukuran Produktiviti Perkhidmatan Awam 2019-2020**”
- (B) The Consultant has submitted its proposal to the Malaysia Productivity Corporation on the scope for the Services and both Parties have agreed on the scope of Services as per the Terms of Reference specified in **Appendix 1** and Technical Documents in **Appendix 2** of this Agreement.
- (C) In furtherance of such intention, the Malaysia Productivity Corporation has agreed to appoint the Consultant and the Consultant has agreed to such appointment to provide the Services necessary for the effective implementation of the Project. A copy of the Letter of Acceptance dated **22 February 2020** is attached in **Appendix 3** of this Agreement.

NOW IT IS HEREBY AGREED as follows:

PART A

GENERAL

1.0 DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

Under this Agreement, unless the context otherwise requires the following words and expressions used under this Agreement shall have the following meanings:

- (a) “Agreement” means this document and shall comprise the clauses, schedules and appendices of this Agreement and include any supplemental written agreement thereto as may be executed and be in force from time to time or any time;
- (b) “Consultant” means a company incorporated under the Companies Act i.e. **UNIUTAMA EDUCATION AND CONSULTANCY SDN. BHD, UNIT LATIHAN DAN KONSULTANSI (UTRACY) Pusat Pendidikan Profesional Dan Lanjutan (PACE) Universiti Utara Malaysia (UUM) 06010 Sintok , Kedah Darul Aman.**
- (c) “Contract Price” means the ceiling of total consulting fee and ceiling out of pocket expenses as specified under clause 2.0;
- (d) Contract Period means the contract period as prescribed under Clause 3.1 herein;
- (e) “Deliverables” means all deliverables (including designs, drawings, details, plans, calculations and reports) as specified in **Appendix 4** to be submitted to the Malaysia Productivity Corporation by the Consultant as particularly specified in the Terms of Reference in **Appendix 1** of this Agreement;
- (f) “ Malaysia Productivity Corporation’s Representative means the person under item 5 in **Appendix 6** or such other person as may be appointed from time to time by the Malaysia Productivity Corporation and notified in writing to the Consultant to carry out the duties of the MPCR and the person so designated or appointed may be described by position;
- (g) “Services” means the professional consultancy services for the project which the Malaysia Productivity Corporation has engaged the Consultant to perform in accordance with the Terms of Reference, Technical Documents and Deliverables as specified in **Appendices 1, 2 and 4**;
- (h) “Steering Committee” means the committee, comprising of Malaysia Productivity Corporation officials whose main function is to provide directions, review, consider and approve the Deliverables;

- (i) “Technical Committee” means the committee, comprising of Malaysia Productivity Corporation officials who will monitor the progress and implementation of the Services and provide input and feedback to the findings or recommendations of the Consultant.

1.2. Interpretations

Under this Agreement, except to the extent that the context otherwise requires:

- (a) references to any law, legislation or to any provisions of any law and legislation shall include any statutory modification or re-enactment of, or any legal or legislative provision substituted for and all legal or statutory instruments issued under the legislation or provisions;
- (b) references to clauses, appendices, and schedules are references to Clauses, Appendices, and Schedules of this Agreement;
- (c) words denoting the singular shall include the plural and vice versa;
- (d) words denoting individuals shall include corporations and vice versa;
- (e) recitals and headings are for convenience only and shall not affect the interpretation thereof;
- (f) reference to clauses shall be read in the case of sub-clauses, paragraphs and sub-paragraphs as being references to sub-clauses, paragraphs and sub-paragraphs as may be appropriate;
- (g) the Appendices hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement PROVIDED HOWEVER that in the event of any conflict between the clauses and the Appendices of this Agreement, the clauses shall prevail;
- (h) the expression of "this Agreement" or any similar expression shall include any supplemental written agreement thereto as may be executed and be in force from time to time or any time;
- (i) references to any document or agreement shall be deemed to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (j) words denoting any gender shall include all genders;
- (k) any reference to an “approval” is a reference to an approval in writing; and “approved” shall be construed accordingly;
- (l) any reference to an “amendment” includes any variation, deletion or additions, and “amend” or “amended” shall be construed accordingly;
- (m) any technical term not specifically defined under this Agreement shall be construed in accordance with the general practice of such relevant profession in Malaysia;

- (n) for the purpose of calculating any period of time stipulated herein, or when an act is required to be done within a specified period after or from a specified date, the period is inclusive of, and time begins to run from, the date so specified;
- (o) wherever there shall appear any reference to a time within which an act should be done or agreement reached or consent given, such reference shall be deemed to be read as including the expression "or any other period agreed in writing between the Parties from time to time";
- (p) any reference to a "day", "week", "month" or "year" is a reference to that day, week, month or year in accordance with the Gregorian calendar.

1.3. Entire Agreement

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written.

2.0 APPOINTMENT AND CONSIDERATION

The Malaysia Productivity Corporation hereby appoints the Consultant and the Consultant accepts the appointment to provide the Services for a consideration of Ringgit Malaysia **Four Hundred Four Thousand only (RM400,000.00)** as the ceiling contract amount (hereinafter referred to as the "**Contract Price**") and specified in **Appendix 5A** of this Agreement) which consists of Ringgit Malaysia **Four Hundred Thousand only (RM400,000.00)** as the ceiling consulting fees (as specified in **Appendix 5B** of this Agreement) and Ringgit Zero only (RM 0.00) as the ceiling out of pocket expenses (as specified in **Appendix 5C** of this Agreement) subject to the terms and conditions set forth in this Agreement as per the Letter of Acceptance dated **12 February 2020** (as specified in **Appendix 3** of this Agreement).

3.0 EFFECTIVE DATE AND DURATION OF THIS AGREEMENT

3.1. Contract Period

This Agreement shall be for a period of 8 months as specified under item 2 in **Appendix 6** (hereinafter referred to as the "**Contract Period**") commencing from **1st April 2020** (hereinafter referred to as "**Commencement Date**") and shall expire on the date stated under item 3 in **Appendix 6** (hereinafter referred to as the "**Contract Expiry Date**") unless terminated earlier in accordance with the provisions of Part E of this Agreement.

3.2. Extension of Contract Period

- (a) The Consultant shall, upon it becoming reasonably apparent that the progress of the Services is delayed, apply in writing to the Malaysia Productivity Corporation for the approval of extension of the Contract Period. The Consultant shall further furnish to the Malaysia Productivity

Corporation relevant information as to the causes of delay together with a revised Services Implementation Schedule and estimated revised cost (if any), for the approval of the Malaysia Productivity Corporation .

- (b) The Malaysia Productivity Corporation shall have the absolute discretion whether or not to consider such application. In the event the Malaysia Productivity Corporation agrees to extend the contract period, the Parties may, as soon as reasonably practicable, negotiate the terms and conditions of such extension one month prior to the Contract Expiry Date as specified under item 4 in **Appendix 6**. If the Parties fail to reach an agreement, this Agreement shall automatically expire on the Contract Expiry Date.

PART B

CONSULTANT'S REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

4.0 CONSULTANT'S REPRESENTATIONS AND WARRANTIES

The Consultant hereby represents and warrants to the Malaysia Productivity Corporation that –

- (a) it is a statutory body validly existing under the laws of Malaysia;
- (b) the Consultant shall keep current all such registrations and ensure their validity throughout the duration of this Agreement;
- (c) the Consultant has the legal capacity to enter into and perform its obligations under this Agreement and to carry out the Services as contemplated by this Agreement;
- (d) the Consultant has taken all necessary actions to authorize the entry into and performance of this Agreement and to carry out the Services contemplated by this Agreement;
- (e) as at the execution date, neither the execution nor performance by the Consultant of this Agreement nor any transactions contemplated by this Agreement will violate in any respect any provision of its Constitution;
- (f) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;
- (g) no corruption or unlawful or illegal activities or practices have been used to secure this Agreement;
- (i) this Agreement constitutes a legal, valid and binding obligation of the Consultant and is enforceable in accordance with its terms and conditions;
- (j) it has the necessary financial, technical, and professional capability and expertise to provide the Services under this Agreement,

and the Consultant acknowledges that the Malaysia Productivity Corporation has entered into this Agreement in reliance on its representations and warranties as aforesaid.

5.0 CONSULTANT'S OBLIGATIONS

5.1. Quality of Services

- (a) The Consultant shall maintain a professional standard of service and competence and shall exercise all reasonable skill, care and diligence in the discharge of the professional services agreed to be performed under this Agreement in the best interests of the Malaysia Productivity Corporation and, in so far as their duties are discretionary, shall act fairly between the Malaysia Productivity Corporation and any third party.
- (b) The Consultant shall have sufficient knowledge of the Project and other regulations relating to the Project, and shall advise the Malaysia Productivity Corporation accordingly in matters affecting the implementation of the Project.

5.2. Timeliness of Services

- (a) The Consultant shall prepare a draft services implementation schedule incorporating the key dates specified for carrying out the Services which shall be in accordance with the requirements of the Terms of Reference, for the approval of the Malaysia Productivity Corporation .
- (b) The agreed draft service implementation schedule as approved by the Malaysia Productivity Corporation shall be the Service Implementation Schedule as in **Appendix 7**; which shall be amended only with the approval of the Malaysia Productivity Corporation. Any subsequent changes or amendments approved by the Malaysia Productivity Corporation shall form part and be read together with the Service Implementation Schedule.
- (c) The Consultant shall provide the Malaysia Productivity Corporation scheduled progress reports in such form and details as prescribed in the Terms of Reference.
- (d) The Consultant shall undertake to provide status updates through reports and presentations relevant to the Services as required by the Malaysia Productivity Corporation and attend all deliberations and meetings of the Technical Committee and Steering Committee.
- (e) The Consultant shall take remedial action as advised by the Technical Committee and Steering Committee as deemed appropriate and shall prepare the final reports, incorporating the issues raised for the consideration and approval of the Steering Committee.

5.3. Instructions by Malaysia Productivity Corporation

- (a) The Consultant shall comply with all instructions issued by the Malaysia Productivity Corporation in regard to matters expressly empowered under this Agreement. The Consultant shall follow the Malaysia

Productivity Corporation procedures so far as possible and shall obtain prior approval in writing from the Malaysia Productivity Corporation of any departures from such procedures. Nothing in this clause shall be deemed to affect the responsibilities of the Consultant in connection with the Services.

- (b) The Consultant shall attend or be represented at all meetings convened by the Malaysia Productivity Corporation to which the Consultant may be summoned, and shall advise and assist the Malaysia Productivity Corporation on all matters relating to the Services.

5.4. Consultant's Personnel

- (a) The Consultant shall provide efficient, suitably qualified and experienced Personnel and acceptable to the Malaysia Productivity Corporation to carry out the Services.
- (b) The Services shall be carried out by the Consultant's Personnel as specified under **Appendix 8** hereof within the time and stage as specified in the Service Implementation Schedule in **Appendix 7**.
- (c) The Project Manager of the Consultant as specified in **Appendix 8** shall be responsible for the management of the Consultant's Personnel for the Services as well as to act as liaison between the Consultant and the Malaysia Productivity Corporation.
- (d) There shall be no changes or substitutions in the Consultant's Personnel set forth in **Appendix 8** without the prior written approval of the Malaysia Productivity Corporation. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Consultant's Personnel, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualification and experience to the Malaysia Productivity Corporation at no additional cost to the Malaysia Productivity Corporation of which the Malaysia Productivity Corporation shall consider without undue delay.
- (e) In the event the number of Consultant's Personnel as specified in **Appendix 8** is reduced without the prior written approval of the Malaysia Productivity Corporation, the Malaysia Productivity Corporation shall have the right to deduct the Consulting Fee based on Consultant's Personnel Time Input Schedule as specified in **Appendix 9**.
- (f) The Consultant shall ensure that any changes, substitution or replacement of Personnel shall not affect the term and the implementation for the provision of the Services.

5.5. Information and Records

- (a) The Consultant shall furnish the Malaysia Productivity Corporation such information in relation to the Services as the Malaysia Productivity Corporation may from time to time reasonably request.

- (b) The Consultant shall keep accurate, systematic and up-to-date records and accounts in respect of the provision of the Services in such form and details as is customary in the profession or as may be required by the Malaysia Productivity Corporation from time to time as shall be sufficient to establish accurately that the costs and expenditure referred to in **Appendix 5A, Appendix 5B and Appendix 5C** of this Agreement have been duly incurred.
- (c) The Consultant shall permit the GR from time to time to inspect their records and accounts relating to the Services and to make copies thereof and shall permit the Malaysia Productivity Corporation or any person authorized by the Malaysia Productivity Corporation, from time to time, to audit such records and accounts during the performance of the Services.
- (d) In the event of failure occurring after the completion of the Project, the Consultant may be required by the Malaysia Productivity Corporation to submit a report detailing probable cause and remedial action. References shall be made to all kept records and accounts.

5.6. Liability

The Consultant agrees that it shall provide the Services under this Agreement in good faith and hereby warrants that the Services provided under this Agreement meet the professional standards for consultancy in the relevant field.

5.7. Indemnity

The Consultant agrees with Malaysia Productivity Corporation that –

- (a) the Consultant shall perform all of its obligations under this Agreement at its own risk and releases, to the fullest extent permitted by law, and shall indemnify and keep Malaysia Productivity Corporation and their agents and servants from all claims and demands of every kind resulting from any accident, damage, injury or death arising from carrying out of the Services except where such accident, damage, injury or death is caused or contributed to by any act or omission or negligence of Malaysia Productivity Corporation or its agents and servants and the Consultant expressly agrees that in the absence of any such act, omission or negligence as aforesaid Malaysia Productivity Corporation shall have no responsibility or liability whatsoever in relation to such accident, damage, injury or death.
- (b) the Consultant shall indemnify and keep the Malaysia Productivity Corporation indemnified from and against all actions, suits, claim or demands, proceedings, losses, damages, compensation, costs (legal cost) charges and expenses whatsoever to which the Malaysia Productivity Corporation shall or may be or become liable in respect of or arising from -

- (i) the negligent use or act, misuse or abuse by the Consultant or the Consultant's Personnel, servants, agents or employees appointed by the Consultant in the performance of the Services; or
 - (ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed to by carrying out the Services by the Consultant to any person and not caused by the negligence or willful act, default or omission of the Malaysia Productivity Corporation , its agents or servants; or
 - (iii) any loss, damage or injury from any cause whatsoever to property or persons affected by the Services to the extent to which the same is occasioned or contributed to by the act, error, omission, neglect, breach or default of the Consultant or the Consultant's Personnel, servants, agents or employees; and
- (c) the obligations under this clause shall continue after the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

5.8. Confidentiality

- (a) Except with the prior written consent or the instructions of the Malaysia Productivity Corporation , the Consultant shall not at any time communicate to any person or body or entity any confidential information disclosed to the Consultant for the purpose of the provision of the Services or discovered by the Consultant in the course of this provision and performance of the Services; nor make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of the Services; nor make or cause to be made any press statement or otherwise relating to the Services; nor make use of the Deliverables for the purposes other than that stipulated in this Agreement and the foregoing obligations shall not be rendered void by suspension, termination or expiry of this Agreement for whatsoever cause.
- (b) This sub-clause shall not apply to information which:
 - (i) is or becomes generally available to the public other than as a result of a breach of an obligation under this clause;
 - (ii) is already known to the other party to whom it is disclosed to, at the time of disclosure;
 - (iii) is independently developed without benefit of the confidential information of the other party;
 - (iv) is in possession of the Consultant without restriction before the date of receipt from the other party subject to the right of the Malaysia

Productivity Corporation to re-classify certain information as confidential.

- (c) In the event that the Consultant receives a request to disclose all or any part of any confidential information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by the Consultant shall not constitute a violation of this Agreement provided that-
 - (i) the Consultant promptly notifies the Malaysia Productivity Corporation of the existence, terms and circumstances surrounding such request;
 - (ii) the Consultant consults with the Malaysia Productivity Corporation on the advisability of taking available legal steps to resist or narrow, such request; and
 - (iii) the Consultant exercises its best efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to the information to be disclosed.
- (d) This clause continues in force notwithstanding the termination of this Agreement for any reason.

5.9. Notice of Delay

In the event the Consultant encounters any delay in obtaining the required assistance and information set forth in clause 5.6(a), the Consultant shall notify the Malaysia Productivity Corporation of such delay and its duration and the Malaysia Productivity Corporation, at its absolute discretion, may grant an appropriate extension of time and other consideration appropriate for provision of the Services.

5.10. Assistance in Arbitration Inquiry or Litigation

The Consultant shall, if so required by the Malaysia Productivity Corporation, within the period of work before completion, assist and advise the Malaysia Productivity Corporation with regard to any matter or thing which may be the subject of arbitration, inquiry or litigation and if and when so required by the Malaysia Productivity Corporation shall attend and give evidence or otherwise assist the Malaysia Productivity Corporation before any court or in any arbitration or at any inquiry dealing with any matter arising from or in connection with the execution of the Services. In the event of arbitration or other proceedings arising after the completion of Services, if so required by the Malaysia Productivity Corporation, the Consultant shall assist in any manner whatsoever and advise the Malaysia Productivity Corporation under the same conditions of engagements as are applicable generally to this Agreement, subject always to –

- (a) the right of the Consultant to recover its time and cost in attending to this request, such time and cost to be negotiated separately with the Malaysia Productivity Corporation ; and
- (b) the right of the Consultant to take appropriate measures to safeguard and protect its interest.

5.11. Situation Beyond Control Of Consultant

- (a) The Consultant shall immediately inform the Malaysia Productivity Corporation in writing of any situation or the occurrence of any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations hereunder.
- (b) If the Malaysia Productivity Corporation agrees in writing that such situation or event exists, the Malaysia Productivity Corporation may terminate this Agreement by giving not less than thirty (30) days written notice and shall pay all fees and payments due and outstanding to the Consultant in accordance with clause 14.0 within thirty (30) days from the date of termination of this Agreement.
- (c) In the event of disagreement between the Parties as to the existence of such situation or event, the matter shall be referred to the MPCR as specified under item 5 in **Appendix 6** for a decision.

5.12. Prohibition on Association

The Consultant agrees that during and after the conclusion or termination of this Agreement, the Consultant shall limit its role for the Project to the provision of the Services and hereby disqualifies itself from the provision of goods or services in any capacity for the Project including bidding for any part of the Project except as the Malaysia Productivity Corporation may otherwise agree or request the Consultant.

5.13. Prohibition on Conflicting Activities

No Personnel of the Consultant assigned to the Services under this Agreement nor the Consultant's staff, subsidiary or associate shall engage, directly or indirectly, either in his name or through his then employer, in any business or professional activities connected to the Services or Project and neither shall the Consultant's Personnel be so engaged directly or indirectly, either in his name or through the Consultant in any such other conflicting business or professional activities.

5.14. Independent Consultant

Nothing contained herein shall be construed as establishing or creating between the Malaysia Productivity Corporation and the Consultant the relationship of master and servant or principal and agent. The position of the Consultant performing the Services is that of an independent consultant.

5.15. Technology and Knowledge Transfer

- (a) If the Consultant appoints foreign professionals, the Consultant shall endeavour to ensure that the employees of the Malaysia Productivity Corporation are trained or exposed to the expertise of such foreign professionals pursuant to a programme for technology and knowledge transfer.
- (b) Pursuant to clause 5.15(a) above, the Consultant shall provide training for a minimum of 5 officials nominated by the Malaysia Productivity Corporation to be competent and conversant in the implementation of the Project.
- (c) The Consultant shall allow the employees of the Malaysia Productivity Corporation to be involved in the study and implementation of the Project commencing from the Commencement Date of this Agreement until the Contract Expiry Date.

5.16. Intellectual Property Rights

- (a) Any intellectual property rights arising out of design, plans, calculations, drawings, developed or used for or incorporated in the Services shall vest in and become the sole property of the Malaysia Productivity Corporation free and clear of all liens, claims and encumbrances. The Consultant shall not during or at any time after completion on the Services or after the expiry or termination of this Agreement, in any way, question or dispute the ownership of the Malaysia Productivity Corporation .
- (b) The Consultant agrees to grant to the Malaysia Productivity Corporation free from all royalties, fees and other charges, all licenses in respect of intellectual property rights now or hereafter owned or controlled by the Consultant or in respect of which the Consultant has or will have the right to grant licenses of any design, plans, calculations, drawings, developed or used for or incorporated in the Services or any part thereof.
- (c) The Consultant shall defend and indemnify the Malaysia Productivity Corporation from and against all claims, costs, damages, charges and proceedings whatsoever for or on account of infringement of any intellectual property rights in respect of any design, plans, calculations, drawings, documents, plant, equipment, machinery, material, methods or processes developed or used for or incorporated in the Services except where such infringement results from compliance with the Malaysia Productivity Corporation's instructions in accordance with this Agreement.
- (d) Where any infringement results from compliance with the Malaysia Productivity Corporation's instructions in accordance with this Agreement, any royalties, damages or other monies which the Consultant may be liable to pay to the persons entitled to such intellectual property rights shall be reimbursed by the Malaysia Productivity Corporation.

PART C

MALAYSIA PRODUCTIVITY CORPORATION 'S RIGHTS AND OBLIGATIONS

6.0 MALAYSIA PRODUCTIVITY CORPORATION 'S OBLIGATIONS

6.1. Appointment of Malaysia Productivity Corporation's Representative

- (a) Malaysia Productivity Corporation shall appoint the person under item 5 in **Appendix 6** of this Agreement or other persons from time to time as the Malaysia Productivity Corporation's representative ("MPC's Representative") to carry out its obligations and to exercise its right under this Agreement, and the MPC's Representative shall have the power to carry out such obligations and exercise such rights on behalf of the Malaysia Productivity Corporation, except for the provisions under clause 10.0, 12.0 and 13.0 which are expressly reserved to the officer authorized as signatories to this Agreement or any other officer authorized by the Malaysia Productivity Corporation .
- (b) The Consultant shall comply with all instructions issued by the MPC's Representative in regard to matters expressly empowered to the MPC's Representative to issue under this Agreement.

6.2. Obligation to give instructions, decisions, etc. without delay

- (a) All instructions, notifications, consent or approval issued by the Malaysia Productivity Corporation or the MPC's Representative shall be in writing. However the MPC's Representative may, where necessary issue oral instructions, notifications, consent or approvals and such oral instructions, notifications, consents or approvals shall be followed in writing not later than seven (7) days thereafter.
- (b) If the Consultant requires a decision from the Malaysia Productivity Corporation for the performance of its Services under this Agreement, the Consultant shall submit its request in writing to the MPC's Representative and the MPC's Representative shall give its decision within the period stipulated under item 6 in **Appendix 6** of this Agreement.

6.3. Obligation to Supply Relevant Information and Assistance

- (a) The Consultant may request all the necessary and relevant information which are in the possession of the Malaysia Productivity Corporation required for purposes of carrying out of its Services under this Agreement. Notwithstanding the request, the Malaysia Productivity Corporation shall have the discretion to supply the necessary information it deems relevant.
- (b) Any necessary and relevant information supplied by the Malaysia Productivity Corporation to the Consultant pursuant to clause 6.3(a) of

this Agreement shall not relieve the Consultant of any of the Consultant's obligations under this Agreement.

- (c) Malaysia Productivity Corporation gives no warranty in any manner whatsoever for the data, report, map, photograph, plan, drawing, record or other information either as to the accuracy or sufficiency or as to how the same should be interpreted and the Consultant, when he makes use of and interprets the same, shall do so entirely at his own risk and it shall not constitute a breach of obligation on the part of the Malaysia Productivity Corporation under clause 6.3(a) of this Agreement if such data, report, map, photograph, plan, drawing, record or information is not accurate or sufficient for the purpose of performing the Consultant's obligation under this Agreement.
- (d) Where necessary, Malaysia Productivity Corporation
- (e) shall assist the Consultant to obtain, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. Malaysia Productivity Corporation shall not be responsible for any damage to such land or any property thereon resulting from such access.

6.4. Payment to the Consultant for Services

- (a) In consideration for the performance of the Services, Malaysia Productivity Corporation shall pay or reimburse to the Consultant the Contract Price subject to the ceiling consulting fee, the ceiling out of pocket expenses or any other agreed and approved amount as revised from time to time, and in situation where the actual costs incurred in the performance of the Services does not exceed the ceiling consulting fee and the ceiling out of pocket expenses, downward adjustments can be made in accordance with **Appendix 5A, Appendix 5B and Appendix 5C**. The payment shall exclude the Government Service Tax, which amount shall be paid by Malaysia Productivity Corporation to the Royal Malaysian Customs Department through the Consultant upon the Consultant giving proof of the Service Tax License. A copy of the Service Tax License is attached in **Appendix 10** of this Agreement.
- (b) Payments under this Agreement shall be made progressively in stages/phases in accordance with the Schedule of Payment as in **Appendix 11** upon the Consultant furnishing to Malaysia Productivity Corporation all relevant drawings, design, reports, records and data when submitting request for payment.
- (c) Payment to the Consultant shall be made within thirty (30) days upon receiving the proper invoices, vouchers and other appropriate supporting materials from the Consultant and be deposited to the account of the Consultant as specified under item 7 in **Appendix 6**.
- (d) If any item or part of an item of an account/claims/invoices rendered by the Consultant is reasonably disputed or reasonably subject to question by Malaysia Productivity Corporation , Malaysia Productivity Corporation

shall within thirty (30) days after receipt of the invoice by Malaysia Productivity Corporation inform the Consultant in writing of all items under dispute or subject to question. Payment by Malaysia Productivity Corporation of the remainder of the invoice shall not be withheld on such grounds.

- (e) Except as otherwise agreed between Malaysia Productivity Corporation and the Consultant, payments in respect of all fees and expenses incurred by the Consultant shall be made in Ringgit Malaysia.
- (f) If the Consultant intends to claim any additional payment pursuant to any clause of this Agreement, the Consultant shall within ninety (90) days of the occurrence of such event or circumstances or instructions give notice in writing to the MPCR of its intention for such claim and submit full particulars of the claims together with supporting documents, for the approval of Malaysia Productivity Corporation. If the Consultant fails to comply with this clause, the Consultant shall not be entitled to such claim and Malaysia Productivity Corporation shall be discharged from all liability in connection with the claim.
- (g) Final payment of the Contract Price shall be made only after the final Deliverables and a final account, identified as such, have been submitted by the Consultant and approved as satisfactory by Malaysia Productivity Corporation. Any amount which Malaysia Productivity Corporation has paid or caused to be paid in excess of the costs actually incurred shall be reimbursed by the Consultant to Malaysia Productivity Corporation within thirty (30) days after receipt by the Consultant of notice thereof.

6.5. Withholding Payment

- (a) Malaysia Productivity Corporation may by giving written notice to the Consultant, and without prejudice to any other rights Malaysia Productivity Corporation may have under this Agreement, withhold payments to the Consultant under this Agreement, upon the occurrence and continuance of any of the following events:
 - (i) the Consultant commits any breach of the terms and conditions of this Agreement; or
 - (ii) the progress of the Services fails to measure up to the aggregate payment made to date; or
 - (iii) any other condition which has arisen, which in the opinion of Malaysia Productivity Corporation, interferes or threatens to interfere with the successful carrying out of the Project or the accomplishment of the purposes of this Agreement; or
 - (iv) any failure of the Consultant to deliver the Services to the satisfaction of Malaysia Productivity Corporation.
- (b) The Consultant may apply to Malaysia Productivity Corporation , within fourteen (14) days after receiving notice referred to in clause 6.5(a) to

review the decision to withhold payments by submitting documents and other evidence to substantiate its claims that the Services is compatible to the payments received. Malaysia Productivity Corporation 's decision on the application shall be final and conclusive.

7.0 MALAYSIA PRODUCTIVITY CORPORATION'S RIGHTS

7.1. Proprietary Rights of Malaysia Productivity Corporation in Relation to Documents

- (a) All reports and relevant data such as plans, statistics and supporting records or material compiled or prepared by the Consultant in the course of this Agreement shall be the absolute property of Malaysia Productivity Corporation throughout their preparation and at all times thereafter. Malaysia Productivity Corporation shall have the sole and exclusive right, title and ownership to the documents.
- (b) The Consultant shall deliver all the plans, statistics and supporting records or material compiled or prepared in the course of this Agreement to Malaysia Productivity Corporation upon the Contract Expiry Date or earlier termination of this Agreement. The Consultant shall not use any information in the documents for purposes unrelated to this Agreement without the prior written consent of Malaysia Productivity Corporation save and except where the same is required by law or any other regulatory authority or for the purposes of the Consultant's quality performance review processes.
- (c) The Consultant shall not publish alone or in conjunction with any other person any articles, photographs or other illustration relating to the Services unless with the prior written consent of Malaysia Productivity Corporation .
- (d) Malaysia Productivity Corporation reserves the right to make use of all documents including drawings and specifications relating to the Services at any time and for any purpose it so wishes.

PART D

DISPUTE RESOLUTIONS

8.0 DISPUTE RESOLUTION

8.1. Dispute Resolution by Malaysia Productivity Corporation Representative (MPCR)

- (a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to Malaysia Productivity Corporation exercising its sole discretion under this Agreement) which are not capable of being amicably resolved between the Parties may be referred to the appointed MPC's Representative.
- (b) The MPC's Representative who is appointed for such purposes shall undertake to resolve such dispute with all fairness and endeavour to achieve the best possible solution for the Parties.
- (c) If the Consultant:
 - (i) fail to receive a decision from the MPC's Representative within seven days (7) days after being requested to do so; or
 - (ii) is dissatisfied with any decision of the MPC's Representative.

then such dispute or difference shall be referred to Dispute Resolution Committee within fourteen days (14) days.

8.2. Dispute Resolution Committee

- (a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to Malaysia Productivity Corporation exercising its sole discretion under this Agreement) may be referred to a dispute resolution committee (hereinafter referred to as the "Dispute Resolution Committee"), comprising –
 - (i) Secretary-General of the Ministry / Head of Department as the Chairman;
 - (ii) one (1) representative to be appointed by Malaysia Productivity Corporation; and
 - (iii) one (1) representative appointed by the Consultant.
- (b) The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavour to achieve an amicable settlement between the Parties in respect of any matter referred to it.

8.3. Arbitration

- (a) If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed by the relevant Parties within forty five (45) days after the date of referral, then such dispute or difference shall be referred to arbitration within forty-five (45) days to an arbitrator to be agreed between the Parties and failing such agreement, to be appointed by the Director of the Asian International Arbitration Centre (formerly known as Kuala Lumpur Regional Centre for Arbitration) on the application of either Party hereto. Such arbitration shall be heard at the Asian International Arbitration Centre and shall be conducted in accordance with the rules for arbitration of the Asian International Arbitration Centre using the facilities and the system available at the Centre.
- (b) Such reference shall not be commenced until after the completion or alleged completion of the Project or determination or alleged determination of the Consultant's employment under this Contract, or abandonment of the Project, unless with the written consent of Malaysia Productivity Corporation and the Consultant.
- (c) In the event that such consent has been obtained in accordance with clause 8.3(b), the reference of any matter, dispute or difference to arbitration pursuant to this clause and/or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the parties to perform their respective obligations under this Contract.
- (d) Upon every or any such reference the costs of such incidental to the reference and award shall be in the discretion of the Arbitrator who may determine the amount thereof, or direct the amount to be taxed as between solicitor and client or as between party and party, and shall direct by whom and to whom and in what manner the same be borne, award and paid.
- (e) The award of the Arbitrator shall be final and binding on the Parties.
- (f) In the event of the death of the arbitrator or his unwillingness or inability to act, then Malaysia Productivity Corporation and the Consultant upon agreement shall appoint another person to act as the arbitrator, and in the event Malaysia Productivity Corporation and the Consultant fail to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the Director of the Asian International Arbitration Centre.
- (g) this clause, "reference" shall be deemed to be reference to arbitration within the meaning of the Arbitration Act 2005.
- (h) The arbitration shall be governed by the Arbitration Act 2005 and the laws of Malaysia.

PART E

SUSPENSION AND TERMINATION

9.0 SUSPENSION

9.1. Suspension and Resumption of Services

- (a) The MPC's Representative may at any time instruct the Consultant to suspend part or all of the Services by the giving the Consultant due notice in writing.
- (b) Upon receipt of such instruction, the Consultant shall suspend part or all of the Services for such time and in such manner as specified in the instruction and shall duly protect, store and secure the Services against any deterioration, loss or damage.
- (c) During the suspension period, the Consultant shall continue to perform his obligations under the Agreement which is not affected by the instruction to suspend, including the obligation to effect and maintain insurance.
- (d) The MPC's Representative may instruct the Consultant to resume the Services at any time thereafter. Upon receipt of such instruction the Consultant shall resume the Services and the parties shall jointly examine the Services affected by the suspension. The Consultant shall make good any deterioration or defect in or loss of the Services which has occurred during the suspension. The Consultant shall also take all necessary actions to mitigate the expenses incurred.

9.2. Extension of Time

- (a) If the Consultant suffers delay and/or incurs expenses in complying with the instruction under clause 9.1 and in resumption of the Services, and if such delay and/or expenses was not foreseeable by the Consultant, the Consultant shall give notice for extension of time. PROVIDED THAT the Consultant shall not be entitled to such extension if the suspension is due to a cause attributable to the Consultant and the Consultant shall not be entitled to payment of loss and expenses if the Consultant—
 - (i) fails to take measures specified in clause 9.1(b); and
 - (ii) fails to take all necessary action to mitigate the expenses incurred.
- (b) In the event such suspension shall continue for a period of more than twelve (12) months, the parties shall then discuss whether to mutually terminate the Agreement or suspend the Services for a further period.

9.3. Consequences of Mutual Termination

- (a) If this Agreement is mutually terminated under this clause-
 - (i) clause 11.1 (b) shall apply; and
 - (ii) payment obligations including all costs and expenditure incurred by Malaysia Productivity Corporation_and the Consultant shall be ascertained in accordance with clause 14.

10.0 TERMINATION BY MALAYSIA PRODUCTIVITY CORPORATION

10.1. Withholding Payment

If any of the conditions referred to in clause 6.5(a) shall have happened and be continuing for a period of fourteen (14) days after Malaysia Productivity Corporation has given written notice of withholding of payments to the Consultant under this Agreement, Malaysia Productivity Corporation may by written notice to the Consultant terminate this Agreement.

10.2. Default by the Consultant

- (a) In the event the Consultant without reasonable cause –
 - (i) suspends the implementation of the Services and fails to proceed regularly and diligently with the performance of its obligations under this Agreement;
 - (ii) fails to execute the Services in accordance with this Agreement or persistently neglects to carry out its obligations under this Agreement;
 - (iii) defaults in performing the duties under this Agreement; or
 - (iv) breaches any of its obligations or fails to comply with any other terms and conditions of this Agreement,

then Malaysia Productivity Corporation shall give notice in writing to the Consultant specifying the default and requiring the Consultant to remedy such defaults within fourteen (14) days from the date of such notice. If the Consultant fails to remedy the relevant default within such period or such other period as may be determined by Malaysia Productivity Corporation, Malaysia Productivity Corporation shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect.

10.3. Events of Default

- (a) If at any time during the Contract Period-
 - (i) the Consultant goes into liquidation or a receiver is appointed over the assets of the Consultant or the Consultant makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debt; or
 - (ii) any of the Consultant's director is prosecuted for any offences; or
 - (iii) any other condition which has arisen, which in the opinion of Malaysia Productivity Corporation, interferes or threatens to interfere with the successful carrying out of the Services or the accomplishment of the purposes of this Agreement,

then Malaysia Productivity Corporation shall have the right to terminate this Agreement forthwith by giving notice to that effect.

10.4. Consequences of Termination by Malaysia Productivity Corporation

- (a) Upon termination of this Agreement under clause 10.1, 10.2 or 10.3 the powers and rights granted by and the obligations in this Agreement shall terminate immediately.
- (b) The Consultant shall hence forth –
 - (i) cease all the Services;
 - (ii) submit to Malaysia Productivity Corporation the detailed reports of the costs of the Services and other payments which has become due and owing from Malaysia Productivity Corporation prior to the termination for verification and approval by Malaysia Productivity Corporation;
 - (iii) at no cost, hand over all plans, drawings, reports, records, documents, specifications and similar materials to Malaysia Productivity Corporation save and except its own working papers and archival copy of any advice, reports or opinion of which are retained to support any advice opinion or report that the Consultant may provide; and
 - (iv) allow a third party to enter into an agreement with the Malaysia Productivity Corporation or any person deemed necessary by the Malaysia Productivity Corporation for the purpose of carrying out or completing the Services.
- (c) Malaysia Productivity Corporation shall hence forth –

- (i) be entitled to claim against the Consultant for any losses and/or damages suffered as a result of the termination; and
- (ii) be entitled to appoint another consultant to perform the Services and the Consultant shall pay to Malaysia Productivity Corporation all cost and expenses incurred by Malaysia Productivity Corporation in completing the Services in excess of the costs and expenses which would have been paid to the Consultant to complete the Services had this Agreement not been terminated.

PROVIDED THAT the termination shall not affect or prejudice the rights of any Party which have accrued prior to the date of termination of this Agreement and the obligations under this Agreement shall continue even after the termination of this Agreement in respect of any act, deed, matter or thing happening prior to such termination of this Agreement.

11.0 TERMINATION BY THE CONSULTANT

- (a) If Malaysia Productivity Corporation without reasonable cause fails to perform or fulfil any of its obligations which adversely affects the Consultant's obligations under this Agreement, then the Consultant may give notice in writing to Malaysia Productivity Corporation specifying the default and Malaysia Productivity Corporation shall remedy the relevant default within fourteen (14) days after receipt of such notice or such extended period as agreed by the Parties.
- (b) If Malaysia Productivity Corporation fails to remedy the relevant default within such period or such other extended period as agreed by the Parties, the Consultant shall be entitled to terminate this Agreement at any time by giving notice to that effect.

11.1. Consequences of Termination by the Consultant

Upon such termination, the Consultant shall accept the following undertaking by Malaysia Productivity Corporation as full and complete settlement of all claims for payment under or arising out of this Agreement:

- (a) Malaysia Productivity Corporation shall, after receiving the detailed reports of the costs of the Services and other payments which has become due and owing to the Consultant, pay the Consultant all costs incurred in accordance with this Agreement.
- (b) The Consultant shall –
 - (i) cease to provide the Services to Malaysia Productivity Corporation ;
 - (ii) at its own costs and expense, vacate and remove from the Project Management Team's office any equipment, machineries and materials belonging to the Consultant, its employees, servants and agents and make good all damage caused by such removal or such detachment; and

- (iii) at no cost, deliver to Malaysia Productivity Corporation all documents relevant to the Project as are in the possession of the Consultant who shall be permitted to retain copies of any documents so delivered to Malaysia Productivity Corporation .
- (c) FOR THE AVOIDANCE OF DOUBT, the Parties hereby agree that the Consultant shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

12.0 TERMINATION ON NATIONAL INTEREST

- (a) Notwithstanding any provisions of this Agreement, Malaysia Productivity Corporation may terminate this Agreement by giving not less than fourteen (14) days notices to that effect to the Consultant (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of government policy or public policy.
- (b) Upon such termination –
 - (i) clause 11.1(b) shall apply; and
 - (ii) the Consultant shall be entitled to compensation in accordance with clause 14 which shall be determined by an independent auditor appointed by government policy after due consultation with the Consultant in respect of the appointment of the independent auditor.
- (c) For the purposes of this clause, what constitutes “national interest”, “interest of national security”, “government policy” and “public policy” shall be solely made and determined by Malaysia Productivity Corporation and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.

13.0 TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES

- (a) Without prejudice to any other rights of Malaysia Productivity Corporation , if the Consultant, its personnel, servants or employees, is convicted by a court of law for corruption or unlawful or illegal activities in relation to this Agreement or any other agreement that the Consultant may have with Malaysia Productivity Corporation, Malaysia Productivity Corporation shall be entitled to terminate this Agreement at any time by giving immediate written notice to that effect to the Consultant.
- (b) Upon such termination –
 - (i) clauses 10.4(b) and (c) shall apply; and
 - (ii) Malaysia Productivity Corporation shall be entitled to all losses, costs, damages and expenses (including any incidental costs and

expenses) incurred by Malaysia Productivity Corporation arising from such termination.

14.0 PAYMENT UPON SUSPENSION AND TERMINATION

- (a) If this Agreement is suspended or terminated under clauses 9.0, 11.0 or 15.0, the amount to be paid in so far as such amounts or items have not already been covered by payments on account made to the Consultant shall be the value of all Services carried out up to the date of suspension or termination.

PROVIDED THAT such amount to be paid by Malaysia Productivity Corporation shall be confined only to the payment as are clearly and expressly stated in the above.

- (b) On suspension or termination, the Consultant shall be paid all fees and expenses commensurate with the Services performed by the Consultant up to the date of suspension or termination which may then be due. The payments made for fees and expenses shall be deemed as full and final payment for the Services up to the date of suspension or termination.
- (c) If this Agreement is resumed, any payment of fees under this clause, except in respect of abortive work that has to be re-done, shall be taken as payment on account towards the fees payable under this Agreement.
- (d) Upon suspension or termination of this Agreement, the Consultant shall within the period specified under item 8 in **Appendix 6** of this Agreement submit to the MPC's Representative a statement of final account and supporting documentation showing in details the value of Services carried out in accordance with this Agreement.
- (e) Within the period specified under item 9 in **Appendix 6** of this Agreement, the MPC's Representative shall verify the statement of account and its supporting documentation and evaluate the Services carried out and shall issue the final account for the Services.
- (f) FOR THE AVOIDANCE OF DOUBT, the Parties hereby agree that the Consultant shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

15.0 FORCE MAJEURE

15.1. Events

Neither Party shall be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations thereunder as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall

mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall be –

- (a) war (whether declared or not), hostilities, invasion, armed conflict, acts of foreign enemy, insurrection, revolution, rebellion, military or usurped power, civil war, or acts of terrorism;
- (b) ionising radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
- (c) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- (d) natural catastrophe including but not limited to earthquakes, floods, subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather; and
- (e) riot and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of the Consultant or its employees, which causes, or can reasonably be expected to cause either Party to fail to comply with its obligations,

PROVIDED THAT Event of Force Majeure shall not include economic downturn, non-availability or insufficient of fund or lack of financing on the part of the Consultant to perform its obligations under this Agreement.

15.2. Notification of Force Majeure

If any Event of Force Majeure occurs which renders a Party unable to perform or fulfil any of its obligations under this Agreement, the Party so affected shall immediately notify the other in writing of the occurrence of any Event of Force Majeure applicable to its obligations under this Agreement giving full details thereof and measures being taken by the Party so affected to reduce the severity of such event and subsequently the cessation of such event. If either Party does not agree that an Event of Force Majeure has occurred then the dispute shall be referred to the MPCR for a decision.

15.3. Termination by Force Majeure

If an Event of Force Majeure has occurred and either Party reasonably considers such Event of Force Majeure applicable to it to be of such severity or to be continuing for a period of more than six (6) months then the Parties may mutually terminate this Agreement.

15.4. Consequences of Termination due to Event of Force Majeure

If this Agreement is terminated pursuant to clause 15.3, all rights and obligations hereunder shall forthwith terminate and neither Party shall have any claims against each other save and except in respect of any antecedent breach.

15.5. Delay

- (a) Any Party to this Agreement affected by the Event of Force Majeure who has complied with the requirement to provide notice in accordance with clause 15.2 shall not be liable for any delay in performing its obligation under this Agreement to the extent that such delay has been caused by one or more of Event of Force Majeure and the time for completion of any obligation under this Agreement shall be extended by the amount of the delay caused by such Event of Force Majeure. If the Parties do not agree as to the duration of the delay, the disagreement shall be referred to the MPCR for a decision.
- (b) Notwithstanding clause 15.5(a), if the continuing occurrence of an Event of Force Majeure is of such severity that it frustrates the original intention and objective of the Parties hereto, the Parties hereto shall forthwith take steps to discuss the circumstances and the consequences of such event and shall consider how best to achieve the objectives of this Agreement in such circumstances and shall, if appropriate, give consideration to any amendment of this Agreement and the terms and conditions of such amendments.

15.6. Restoration

Notwithstanding any other provision in this Agreement, if an Event of Force Majeure occurs and this Agreement is not terminated then in any case where the delivery of the Services or any part thereof has been affected, the Consultant shall restore such Services to what it was immediately prior to the occurrence of that Event of Force Majeure at its own expenses. Where as a result of such restoration the Consultant is able to demonstrate that it has incurred substantial costs affecting the Services, the Consultant may apply to Malaysia Productivity Corporation for such remedies to enable the Company to recover the costs of such restoration.

15.7. Insurance

Notwithstanding any other Clause, the Consultant shall ensure that whenever reasonably practicable insurance is affected (whether by itself or by its contractors) to cover the occurrence of Events of Force Majeure, PROVIDED THAT such Events of Force Majeure are reasonably and practicably insurable.

PART F

GENERAL PROVISIONS

16.0 AMENDMENT

No modification, amendment or waiver of any of the provisions of this Agreement shall be valid unless it is made in writing by way of supplementary agreement specifically referring to this Agreement and duly signed by the Parties or its duly authorised representatives. The provision in respect of such amendment, variation or modification thereof shall be supplemental to and be read as an integral part of this Agreement which shall remain in full force and effect as between the Parties.

17.0 NOTICES

- (a) Any notice, approval, consent, request or other communication required or permitted to be given or made under this Agreement shall be in writing in Bahasa Malaysia or English language and delivered to the address or facsimile number of Malaysia Productivity Corporation or the Consultant, as the case may be, shown below or to such other addresses, or facsimile numbers as either party may have notified the sender and shall unless otherwise specified herein deemed to be duly given or made, in the case of delivery in person, when delivered to the recipient at such address or by facsimile transmission, when the recipient's facsimile number is shown on the sender's print-out for the transmission regarding the date, time and transmission of all pages, as specified under item 11 in **Appendix 6** of this Agreement.
- (b) It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen days (14).

18.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the jurisdiction of the courts of Malaysia.

19.0 COMPLIANCE WITH LAWS AND REGULATIONS

- (a) The Consultant shall comply with all applicable laws and regulations in Malaysia and all statutory requirements, standards and guidelines, regulating or relating to the conduct, trade, business of its profession and shall be fully and solely liable for the provisions of the Services.
- (b) The Consultant shall comply with relevant policies, procedures and regulations of Malaysia Productivity Corporation in carrying out the Services.”.

20.0 SEVERABILITY

If any provision of this Agreement is held to be illegal or is invalid under any laws or regulations effective and applicable during the term of this Agreement such provision shall be fully severable and this Agreement shall be construed as if such illegal or invalid provision had never comprised as part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from this Agreement.

21.0 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties and none of them shall have any authority to bind the other in any way nor shall this Agreement be construed to constitute any party the agent of the other party.

22.0 ADVERTISEMENT

No advertisement in respect of this Agreement shall be published by the Consultant or with the Consultant's authority in the newspaper, magazine or in any forms of advertisement without prior written approval of Malaysia Productivity Corporation.

23.0 TIME

Time wherever mentioned, shall be of the essence of this Agreement.

24.0 COSTS AND STAMP DUTY

The Consultant shall solely bear the stamp duties, legal costs and fees in the preparation and execution of this Agreement and anything incidental thereto.

25.0 INCOME TAX

- (a) The Consultant and Personnel, including any expatriate personnel and/or foreign Associated Consultant(s) for the Services shall submit the necessary tax returns as required by the Director-General of Inland Revenue in respect of their income in order that tax can be assessed.
- (b) Malaysia Productivity Corporation shall deduct tax from all payments due to any expatriate personnel and/or foreign Associated Consultant(s) at the rate prescribed under the withholding tax laws in effect in Malaysia.
- (c) Malaysia Productivity Corporation agrees to reimburse the foreign Associated Consultant(s) any excess payment in income tax.

26.0 SCHEDULES AND APPENDICES

All Schedules and Appendices herewith shall form an integral part of this Agreement and are to be taken as mutually explanatory of one another. However, if there is any ambiguity or discrepancy –

- (a) between the Appendices with the terms and conditions of this Agreement, then the terms and conditions of this Agreement shall prevail over the Appendices; or
- (b) in the Appendices of this Agreement, the GR and Consultant shall reach a mutual understanding to resolve the ambiguity or discrepancy.

27.0 WAIVER

Failure by any party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of its right to enforce the breach of such provision or any of the provision in this Agreement or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of this Agreement.

28.0 CUSTODY OF AGREEMENT

This Agreement shall be prepared in both original and certified duplicate copy. The original of this Agreement shall remain in the custody of Malaysia Productivity Corporation and shall be made available at all reasonable times for the inspection of the Consultant. The duplicate copy shall be kept by the Consultant.

29.0 SUCCESSORS BOUND

This Agreement shall be binding upon each of the Parties hereto and their respective successors in title.

PART G

SPECIAL PROVISIONS

[NOTE : WHERE THERE IS A NEED FOR SPECIAL CONDITIONS OVER AND ABOVE THE GENERAL CONDITIONS, THIS SECTION IS TO BE INSERTED BY THE RELEVANT AGENCY WITH THE APPROVAL OF THEIR RESPECTIVE LEGAL ADVISORS. OTHERWISE THIS PAGE TO BE LEFT AS SUCH ABOVE]

- None -

SIGNATORIES TO THE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and the year first hereinbefore appearing.

SIGNED for and on behalf of)

MALAYSIA PRODUCTIVITY)

CORPORATION in the presence of:)



.....
Name: **Datin Roseleena Hashim**
Corporate Secretary
NRIC: 650318-03-5284

.....
(**Dato Abdul Latif Abu Seman**)
Director General
NRIC: 610529-06-5073



SIGNED for and on behalf of)

UNIUTAMA EDUCATION AND)

CONSULTANCY SDN. BHD)

in the presence of:)



.....
Name: **Shahida Husna binti
Jamaludin**
Executive Unit Training and
Consultancy (UTRACY)
NRIC: 881102-26-5468

.....
Name: **Assoc. Prof Dr. Halim bin Mad Lazim**
NRIC No.: 730218-07-5043
Designation: General Manager, UECSB
Company's Seal



APPENDIX 1: TERMS OF REFERENCE

TERMA RUJUKAN / TERMS OF REFERENCE (TOR) PROJEK

**PELANTIKAN PERUNDING KAJIAN PENGUKURAN PRODUKTIVITI SEKTORAL
DALAM PERKHIDMATAN AWAM 2019-2020**

1.0 LATAR BELAKANG KAJIAN

1.1 Selaras dengan Rancangan Malaysia ke 11 (RMKe-11), 2017-2020 menggariskan inisiatif kerajaan untuk mentransformasikan perkhidmatan awam untuk produktiviti bagi menambah baik penyampaian perkhidmatan awam melalui peluasan jangkauan perkhidmatan kepada rakyat. Manakala, Kajian Separuh Penggal Rancangan Malaysia ke-11 (KSP) yang di jajar semula untuk tempoh 2018-2020 inisiatif yang berkaitan dengan empat bidang keutamaan akan di laksana iaitu menambah baik tadbir urus pada semua peringkat, meningkatkan integriti dan akauntabiliti, menguat kuasa pengurusan kewangan awam yang berhemat dan memperkukuh penyampaian perkhidmatan awam. Ini dapat dilaksanakan dengan lebih baik melalui pengukuran produktiviti di mana langkah-langkah penambahbaikan yang lebih strategik dan efektif dapat dilaksanakan serta menjadi input dalam proses penilaian dasar.

1.2 Selaras dengan itu, Kerajaan melalui Mesyuarat Jawatankuasa Kabinet Transformasi Perkhidmatan Awam (JKK-TPA) pada 5 Mac 2015 dan 21 Ogos 2015 telah bersetuju Kajian Pengukuran Produktiviti Perkhidmatan Awam dilaksanakan oleh JPA dengan kerjasama MPC.

1.3 Lanjutan daripada itu, pada tahun 2018, Unit Perancang Ekonomi (EPU), Kementerian Hal Ehwal Ekonomi telah meluluskan peruntukan kepada Jabatan Perkhidmatan Awam (JPA) untuk melaksanakan Kajian Pengukuran Produktiviti

Sektoral Dalam Perkhidmatan Awam selama dua (2) tahun dari tahun 2019 hingga 2020. Pada tahun 2019 berikut adalah kajian yang akan dijalankan:

- i. Pembangunan metodologi pengukuran produktiviti perkhidmatan awam;
- ii. Pengukuran indeks produktiviti bagi sektor kesihatan, keselamatan dan ketenteraman awam, perlindungan sosial dan nasional;
- iii. Pembangunan kamus produktiviti; dan
- iv. Pembangunan sistem data produktiviti.

2.0 OBJEKTIF PELANTIKAN PERUNDING

2.1 Pelantikan perunding adalah diperlukan bagi menjalankan projek kajian ini kerana memerlukan kepakaran dari segi pembangunan methodology, pengukuran produktiviti sektor pendidikan, pembangunan kamus produktiviti, pembangunan sistem data produktiviti dan penulisan laporan.

3.0 SKOP PERKHIDMATAN PERUNDING

3.1 Skop perkhidmatan perunding adalah seperti berikut:

- i. Pengukuran Produktiviti Sektor sektor kesihatan, keselamatan dan ketenteraman awam, perlindungan sosial dan nasional;
 - a. Menyediakan bahan bagi pembentangan dan bengkel
 - b. Menjadi fasilitator serta melibatkan diri dalam setiap bengkel, program atau perbincangan yang berkaitan;
 - c. Menverifikasi data output bagi bengkel yang dijalankan.
 - d. Menulis laporan prestasi Produktiviti yang komprehensif
- ii. Pembangunan Kamus Produktiviti Perkhidmatan Awam bagi fungsi sektor kesihatan, keselamatan dan ketenteraman awam, perlindungan sosial dan lain-lain fungsi;

- a. Merangka pembangunan konsep kamus produktiviti perkhidmatan awam
 - b. Menyediakan bahan bagi pembentangan bengkel, mesyuarat dan laporan kemajuan projek kepada jawatankuasa pemandu dan teknikal
 - c. Menjadi fasilitator serta melibatkan diri dalam setiap mesyuarat, bengkel, sesi perbincangan yang berkaitan;
 - d. Mengenal pasti kaedah aktiviti-aktiviti utama berdasarkan kepada konsep input - proses - output bagi mencapai outcome setiap organisasi perkhidmatan
 - e. Menulis laporan kamus produktiviti perkhidmatan awam
- iii. Penulisan Laporan
 - a. Laporan awal/konsep
 - b. Laporan Interim
 - c. Draf Laporan Akhir Draf
 - d. Laporan Akhir
- iv. Laporan / Pembentangan untuk Steering committee /Technical committee
 - a. Menyediakan bahan pembentangan untuk Jawatankuasa Pemandu
 - b. Menyediakan bahan pembentangan untuk Jawatankuasa Teknikal
 - c. Menghadiri mesyuarat

3.2 Terma perunding / perunding hendaklah

- i. Bersetuju dan memberi komitmen untuk menjalankan projek sehingga tamat mengikut terma rujukan;
- ii. Bersetuju dengan kadar bayaran kos syiling sebanyak RM400,000 secara input masa;

- iii. Menyediakan pembentangan serta bahan-bahan berkaitan bagi setiap program atau perbincangan seperti yang dijadualkan oleh MPC;
- iv. Menghadiri mesyuarat dan sesi perbincangan yang dirancang oleh pihak MPC
- v. Membuat analisa data dan mengemukakan laporan draf dan laporan akhir yang komprehensif dan apa-apa bahan yang relevan untuk menyokong laporan.

4.0 TEMPOH PERKHIDMATAN PERUNDING

4.1 Tempoh perkhidmatan perunding adalah 8 bulan.

5.0 KAEDAH PENETAPAN KOS PERKHIDMATAN PERUNDING

5.1. Penetapan kos syiling bagi kaedah bayaran adalah secara Input Masa di mana pengiraan yuran dan imbuhan balik berdasarkan pekeliling PK3.2;

6.0 TERMA PEMBAYARAN YANG DICADANGKAN

Ringkasan Fasa Pembayaran adalah seperti Jadual 1.

Jadual 1: Ringkasan Fasa Pembayaran

Jadual Pembayaran Perunding

No	Fasa Pembayaran	RM (termasuk 6% GST)
1	Fasa 1	60,000.00
2	Fasa 2	280,000.00
3	Fasa 2	60,000.00
	Jumlah	400,000.00

*Tertaluk kepada perubahan skop kajian mengikut keperluan semasa

7.0 JANGKAAN OUTPUT

Jangkaan output yang akan dihasilkan oleh perunding adalah:

- i. Laporan Interim 2020
- ii. Laporan Indeks Produktiviti Fungsi Kesihatan
- iii. Laporan Indeks Produktiviti Fungsi Keselamatan dan Ketenteraman Awam
- iv. Laporan Indeks Produktiviti Fungsi Perlindungan Sosial
- v. Laporan Indeks Produktiviti Nasional
- vi. Kamus Produktiviti Fungsi Kesihatan
- vii. Kamus Indeks Produktiviti Fungsi Keselamatan dan Ketenteraman Awam
- viii. Kamus Indeks Produktiviti Fungsi Perlindungan Sosial
- ix. Kamus Indeks Produktiviti Fungsi-Fungsi Lain
- x. Laporan Sistem Data Produktiviti Perkhidmatan Awam (SDPPA)

8.0 HARTA INTELEK

8.1 Perunding perlu memastikan bahawa tiada pelanggaran kepada surat kurnia (letters of patent), reka bentuk berdaftar, cap perdagangan atau nama perdagangan atau harta intelek yang lain bagi tujuan pembangunan Kamus Produktiviti dan Sistem Data Produktiviti. Sekiranya Perunding didapati melanggar syarat ini, Perunding adalah bertanggungjawab untuk menyelesaikan segala urusan yang berkaitan dengannya tanpa sebarang implikasi kepada jabatan ini.

8.2 Perunding perlu memastikan bahawa tiada salah guna kepada data / input / maklumat yang telah diperolehi daripada mana-mana kementerian / jabatan / agensi kerajaan dalam tempoh kajian berlangsung.

8.3 Segala laporan yang dihasilkan daripada kajian ini termasuk Kamus Produktiviti dan Sistem Data Produktiviti Perkhidmatan Awam adalah menjadi hak milik Perbadanan Produktiviti Malaysia.

APPENDIX 2 : TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION

[Please refer to the A proposal for the: Malaysia Productivity Corporation (MPC)]

**“KAJIAN PENGUKURAN PRODUKTIVITI PERKHIDMATAN
AWAM BAGI TAHUN 2019-2020”**

CADANGAN TEKNIKAL KAJIAN PENGUKURAN PRODUKTIVITI PERKHIDMATAN AWAM BAGI TAHUN 2019-2020

1. PENDAHULUAN

Pendekatan sistematik ke arah peningkatan produktiviti sektor awam di Malaysia telah bermula sejak awal 1990-an apabila produktiviti menjadi salah satu agenda dalam Rancangan Malaysia Keenam (1990-1995). Sehubungan itu, Unit Pemodenan Tadbiran dan Perancangan Pengurusan Malaysia (MAMPU) telah mengeluarkan pekeliling mengenai produktiviti sektor awam pada tahun 1991 yang menggariskan kaedah pengukuran produktiviti di peringkat organisasi dan individu.

Rancangan Malaysia Kesebelas (RMKe-11) 2016-2020 pula menyasarkan agensi kerajaan untuk lebih berorientasikan rakyat dan meningkatkan kecekapan dan produktiviti perkhidmatan awam. Antara inisiatif dalam RMKe-11 adalah untuk menstruktur semula institusi sektor awam ke arah peningkatan prestasi dan produktiviti. Ini dapat dilaksanakan melalui pengukuran produktiviti di mana langkah-langkah penambahbaikan yang lebih strategik dan efektif dapat dilaksanakan serta menjadi input dalam proses penilaian dasar.

Produktiviti melibatkan hubungan antara input dan output dalam sesuatu proses kerja. Konsep produktiviti secara praktikalnya melihat bagaimana proses yang dijalankan dapat meningkatkan kualiti kehidupan dan ekonomi sesebuah negara. Produktiviti juga berperanan dalam membangunkan dan menilai sesuatu dasar kerajaan. Pengukuran produktiviti sektor awam menyasarkan *outcome* yang terhasil daripada output sesebuah organisasi.

Di peringkat organisasi kerajaan, pengukuran produktiviti adalah perlu bagi memastikan setiap inisiatif yang dijalankan adalah benar-benar efektif dan memberi pulangan terbaik kepada organisasi. Pengukuran pencapaian produktiviti membolehkan organisasi merancang dan mengambil langkah yang strategik bagi mengoptimumkan penggunaan sumber serta menjimatkan kos operasi.

Pada tahun 2015, Jawatankuasa Khas Kabinet Transformasi Perkhidmatan Awam (JKK-TPA) yang dipengerusikan oleh YAB Perdana Menteri pada 5 Mac 2015 telah

memutuskan agar JPA melaksanakan kajian pengukuran produktiviti perkhidmatan awam dengan kerjasama MPC. Hasil kajian ini akan digunakan sebagai input bagi perancangan bajet akan datang. Susulan *literature review* yang dijalankan, JPA bersama MPC telah melaksanakan kajian rintis pengukuran produktiviti perkhidmatan awam bagi tiga (3) sektor iaitu sektor pendidikan, sektor kesihatan dan sektor keselamatan. Hasil kajian rintis tersebut telah dibentangkan kepada JKK-TPA pada 21 Ogos 2015 dan JKK-TPA telah memutuskan agar kajian ini diteruskan di bawah RMKe-11.

Pada tahun 2018, Unit Perancang Ekonomi (EPU), Kementerian Hal Ehwal Ekonomi telah meluluskan peruntukan sebanyak RM1.53 juta untuk melaksanakan Kajian Pengukuran Produktiviti Sektor Dalam Perkhidmatan Awam selama dua (2) tahun dari tahun 2019 hingga 2020. Daripada peruntukan tersebut, RM1 juta telah diperuntukkan bagi tahun 2019 yang meliputi kajian berikut:

- (i) Pembangunan metodologi pengukuran produktiviti perkhidmatan awam;
- (ii) Pengukuran indeks produktiviti bagi sektor kesihatan, keselamatan dan ketenteraman awam, perlindungan sosial dan nasional ;
- (iii) Pembangunan kamus produktiviti sektor kesihatan, keselamatan dan ketenteraman awam, perlindungan sosial dan lain-lain fungsi; dan
- (iv) Pembangunan sistem data produktiviti.

2. OBJEKTIF KAJIAN

Objektif utama kajian adalah untuk mengukur indeks produktiviti perkhidmatan awam. Kajian ini meliputi empat objektif utama:

- i. Membangunkan metodologi pengukuran untuk perkhidmatan awam;
- ii. Mengukur indeks produktiviti sektor pendidikan, kesihatan, sosial dan keselamatan Awam dalam perkhidmatan awam;
- iii. Membangunkan kamus produktiviti; dan
- iv. Membangunkan sistem data produktiviti.

3. SKOP KAJIAN

Skop kajian pengukuran produktiviti sektoral dalam perkhidmatan awam bagi tahun 2019-2020 adalah:

- a) Kajian melibatkan 58 Kementerian, Jabatan dan agensi mengikut 10 Klasifikasi Fungsi Kerajaan (Classification of the Functions of Government – COFOG)
- b) Mengkaji menerusi semakan literatur dan membangunkan metodologi pengukuran produktiviti untuk perkhidmatan awam Malaysia;
- c) Mengumpul data dan mengukur indeks produktiviti sektor pendidikan untuk tahun 2010-2018.;
- d) Mereka bentuk dan membangunkan kamus produktiviti perkhidmatan awam; dan
- e) Mereka bentuk dan membangunkan sistem data produktiviti.

4. PELAKSANAAN KAJIAN

4.1 PEMBANGUNAN METODOLOGI PENGUKURAN PRODUKTIVITI PERKHIDMATAN AWAM

Rentetan daripada keputusan Mesyuarat JKK-TPA pada 5 Mac 2015, JPA dan MPC telah menjalankan literature review yang merangkumi beberapa negara terpilih iaitu Australia, Kanada, United Kingdom (UK), New Zealand dan Singapura. Kajian tersebut mendapati bahawa negara UK merupakan satu-satu negara yang menjalankan pengukuran produktiviti secara teratur dan berstruktur dengan membezakan produktiviti dari prestasi. Pengukuran produktiviti di negara-negara lain adalah lebih berdasarkan prestasi dan kepuasan pelanggan. Oleh yang demikian, model UK telah digunakan sebagai model dalam kajian rintis pengukuran produktiviti perkhidmatan awam pada tahun 2015 dahulu yang melibatkan sektor pendidikan, sektor kesihatan dan sektor keselamatan. Model yang digunakan oleh UK dalam pengukuran produktiviti ini adalah formula berikut:

Berdasarkan model ini, produktiviti perkhidmatan awam dianggarkan dengan membandingkan jumlah output yang dihasilkan dengan input yang digunakan. Produktiviti akan menunjukkan peningkatan jika output yang dihasilkan mengatasi input yang digunakan berbanding dengan tahun sebelumnya. Contoh input adalah seperti pekerja (misalnya bilangan kakitangan atau perbelanjaan ke atas kakitangan), perolehan (perbelanjaan untuk barangan dan perkhidmatan), dan penggunaan modal tetap. Output pula merujuk kepada aktiviti-aktiviti yang dijalankan dan perkhidmatan yang disampaikan. Output yang diguna pakai juga diselaraskan dengan kualiti penyampaian perkhidmatan yang dijalankan. Berdasarkan model ini, produktiviti akan meningkat sekiranya output dapat ditingkatkan dari semasa ke semasa sambil mengekalkan atau mengurangkan input. Indeks produktiviti boleh membantu organisasi mengenal pasti elemen-elemen yang dapat membantu peningkatan produktiviti.

Selain daripada meneruskan kajian ini di bawah RMKe-11, JKK-TPA juga telah memutuskan agar metodologi pengukuran produktiviti perkhidmatan awam dimantapkan lagi dengan mengambil kira aspek kuantiti dan kualiti dalam pengiraan output sesuatu sektor. Sehubungan itu, pada tahun ini (2019), metodologi pengukuran produktiviti perkhidmatan awam ini akan dimantapkan lagi menerusi kerjasama dengan Office for National Statistic (ONS), United Kingdom. Ini termasuk mengadakan lawatan kerja ke organisasi-organisasi berkaitan di negara tersebut.

4.2 PENGUKURAN INDEKS PRODUKTIVITI BAGI SEKTOR PENDIDIKAN

Kajian rintis pengukuran produktiviti perkhidmatan awam melibatkan tiga sektor utama iaitu sektor pendidikan, kesihatan dan keselamatan awam. Pada tahun 2015 kajian rintis dijalankan dengan menggunakan data tahun 2010 hingga 2014. Manakala bagi sektor pendidikan hanya melibatkan Kementerian Pendidikan Malaysia (KPM) sahaja. KPM terlibat bagi menjalankan kajian ini adalah berdasarkan faktor-faktor berikut:

- (i) KPM merupakan antara penerima belanjawan mengurus yang terbesar berbanding kementerian lain pada tahun 2015 iaitu sebanyak RM39.3 bilion (17.6%);

- (ii) Jumlah perjawatan KPM merangkumi 35.1% daripada keseluruhan 1.6 juta penjawat awam; dan
- (iii) Ketersediaan data-data yang diperlukan seperti jumlah pelajar dan pencapaian pelajar.

Selain itu, bagi sektor kesihatan hanya Kementerian Kesihatan yang terlibat dan bagi sektor Keselamatan pula empat jabatan iaitu Jabatan Imigresen, Jabatan BOMBA, Jabatan Penjara, Jabatan Pertahanan Awam dan Polis Diraja Malaysia.

Susulan keputusan Mesyuarat JKK-TPA pada 21 Ogos 2015 untuk meneruskan kajian ini di bawah RMKe-11. Pendekatan sistematik ke arah peningkatan produktiviti sektor awam di Malaysia menjadi salah satu agenda dalam Rancangan Malaysia Kesebelas (RMKe-11) 2016-2020. RMKe-11 menyasarkan agensi kerajaan untuk lebih berorientasikan rakyat dan meningkatkan kecekapan serta produktiviti perkhidmatan awam. Antara inisiatif dalam RMKe-11 adalah untuk menstruktur semula institusi sektor awam ke arah peningkatan prestasi dan produktiviti. Ini dapat dilaksanakan melalui pengukuran produktiviti di mana langkah-langkah penambahbaikan yang lebih strategik dan efektif dapat dilaksanakan serta menjadi input dalam proses penilaian dasar.

Pada tahun 2016 dan 2017, kajian pengukuran indeks produktiviti diteruskan diperkasai secara berperingkat iaitu bermula dengan kajian pengukuran indeks produktiviti sektor pendidikan dan kesihatan yang melibatkan agensi di bawah Kementerian Pelajaran dan Kementerian Kesihatan. Pada tahun 2018, kajian pengukuran produktiviti diteruskan dengan penambahbaikan kajian bagi 2 sektor terdahulu dan sektor sosial.

Kini kajian pengukuran produktiviti perkhidmatan awam bagi sektor pendidikan, kesihatan, keselamatan dan sosial ini akan dilanjutkan lagi mulai tahun 2019 hingga 2020 dengan menggunakan data tahun 2010 hingga 2018.

4.3 PEMBANGUNAN KAMUS PRODUKTIVITI

Pembangunan Kamus Produktiviti akan dilaksanakan dengan tujuan untuk menjadi rujukan kepada semua agensi Kerajaan berhubung pengukuran produktiviti dalam perkhidmatan awam. Antara kandungan Kamus Produktiviti ini adalah seperti berikut:

- (i) Penerangan berhubung produktiviti yang meliputi maksud produktiviti dan kaedah pengukuran produktiviti;
- (ii) Senarai data-data input dan output mengikut agensi pemilik data; dan
- (iii) Senarai data-data input dan output mengikut sektor.

Bengkel Pembangunan Kamus Produktiviti akan diadakan untuk memberi pendedahan kepada semua agensi berhubung pengukuran produktiviti supaya mereka memahami jenis-jenis data input dan output yang sesuai untuk digunakan dalam Kamus Produktiviti tersebut. Dengan pemahaman tersebut, adalah diharapkan mereka dapat menyumbangkan senarai data-data input dan output yang sesuai semasa bengkel berkenaan bagi menjayakan pembangunan Kamus Produktiviti ini.

4.4 PEMBANGUNAN SISTEM DATA PRODUKTIVITI

Tujuan sistem ini dibangunkan adalah untuk memudahkan pengguna membuat rujukan dan perbandingan prestasi produktiviti perkhidmatan Awam. Adalah wajar bagi sektor perkhidmatan awam untuk mempunyai sistem yang sama bagi menyimpan, menjana laporan dan menganalisa data produktiviti perkhidmatan awam untuk rujukan agensi berkaitan.

Pembangunan sistem data produktiviti bagi perkhidmatan awam ini adalah bertujuan untuk menyimpan data-data input dan output dan menjanakan indeks produktiviti yang berkaitan. Sistem ini akan mengandungi sistem data bagi menyimpan data-data input dan output yang disumbangkan oleh pelbagai agensi Kerajaan. Sistem data produktiviti ini akan menggunakan data-data tersebut bagi menjanakan indeks produktiviti berdasarkan model yang digunakan. Indeks produktiviti ini dijangka boleh dijanakan dengan dua (2) cara iaitu mengikut agensi dan mengikut sektor. Oleh kerana data-data ini akan kekal disimpan di dalam sistem data sistem ini, ia boleh digunakan semula untuk menjanakan indeks produktiviti yang terkini/lebih baik

sekiranya berlaku penemuan model yang baharu atau yang lebih baik di masa hadapan.

4.5 KEMENTERIAN/JABATAN/AGENSI YANG TERLIBAT

Senarai agensi-agensi yang terlibat dalam kajian pengukuran produktiviti sektoral dalam perkhidmatan awam mengikut klasifikasi fungsi kerajaan (*Classification of the Functions of Government* – COFOG, United Kingdom). Bagi sektor yang tidak diklasifikasikan dalam COFOG, agensi-agensi yang terlibat akan disenaraikan mengikut sektor. Maklumat terperinci kementerian/jabatan/agensi mengikut COFOG dilampirkan di Lampiran 1.

4.6 AKTIVITI KAJIAN 2019

Secara keseluruhan kajian ini akan merangkumi aktiviti seperti berikut:

i. Pembentukan Rangka Kerja Kajian (*Project Design*)

- a) Mobilisasi pasukan projek MPC;
- b) Verifikasi skop kerja serta persetujuan dan penubuhan struktur *governance* kajian;
- c) Memahami keperluan JPA dalam kajian pengukuran produktiviti;
- d) Penyediaan dan kemukakan Laporan Awal;
- e) Pembentangan Laporan Awal ke Jawatankuasa Teknikal Kajian (JPA);
- f) Mereka dan bangunan **Rangka Kerja Pengukuran Produktiviti** meliputi:
 - 1. Pembangunan metodologi pengukuran produktiviti;
 - 2. Pengukuran indeks produktiviti fungsi pendidikan;
 - 3. Pembangunan Kamus Produktiviti Fungsi Pendidikan; dan
 - 4. Pembangunan sistem data produktiviti
- g) Membangunkan jadual kerja kajian terperinci;
- h) Penyediaan dan kemukakan Laporan Interim; dan
- i) Pembentangan Laporan Interim ke Jawatankuasa Teknikal Kajian (JPA).

ii. Pelaksanaan Kajian (*Project Implementation*)

- a) Pengumpulan data primer dan sekunder serta maklumat tentang organisasi, peraturan, aktiviti utama, data input, data output dan data outcome:
 - i. Perbincangan kumpulan fokus;

- ii. Soal selidik tertutup (*close-ended survey*); dan
- iii. Semakan literatur penanda aras (*benchmarking*).
- b) Analisis data dan maklumat;
- c) Rumuskan hasil dapatan kajian;
- d) Mengukur indeks produktiviti sektor pendidikan;
- e) Membangunkan metodologi pengukuran produktiviti;
- f) Mereka dan membangunkan kandungan kamus produktiviti; dan
- g) Mereka dan membangunkan sistem data produktiviti.

iii. Penyediaan dan Pembentangan Laporan Akhir

- a) Penyediaan dan kemukakan Draf Laporan Akhir;
- b) Pembentangan Laporan ke Jawatankuasa Teknikal Kajian (JPA);
- c) Penambahbaikan laporan; dan
- d) Penyediaan dan kemukakan Laporan Akhir.

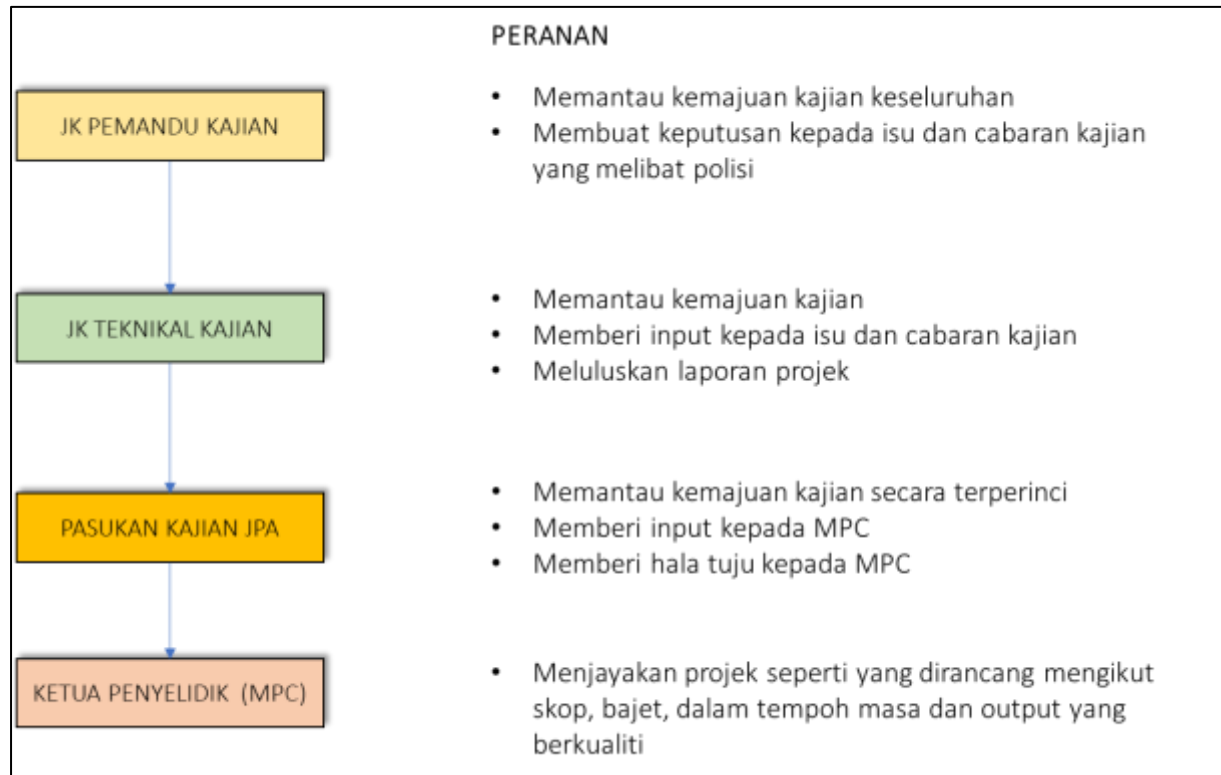
5. ANALISA KAJIAN

Data dan maklumat kajian yang diperolehi menerusi pelbagai sumber akan dianalisis secara kuantitatif serta kualitatif (jika diperlukan). Hasil analisis akan difokuskan untuk menjawab objektif utama serta skop kajian yang telah ditetapkan.

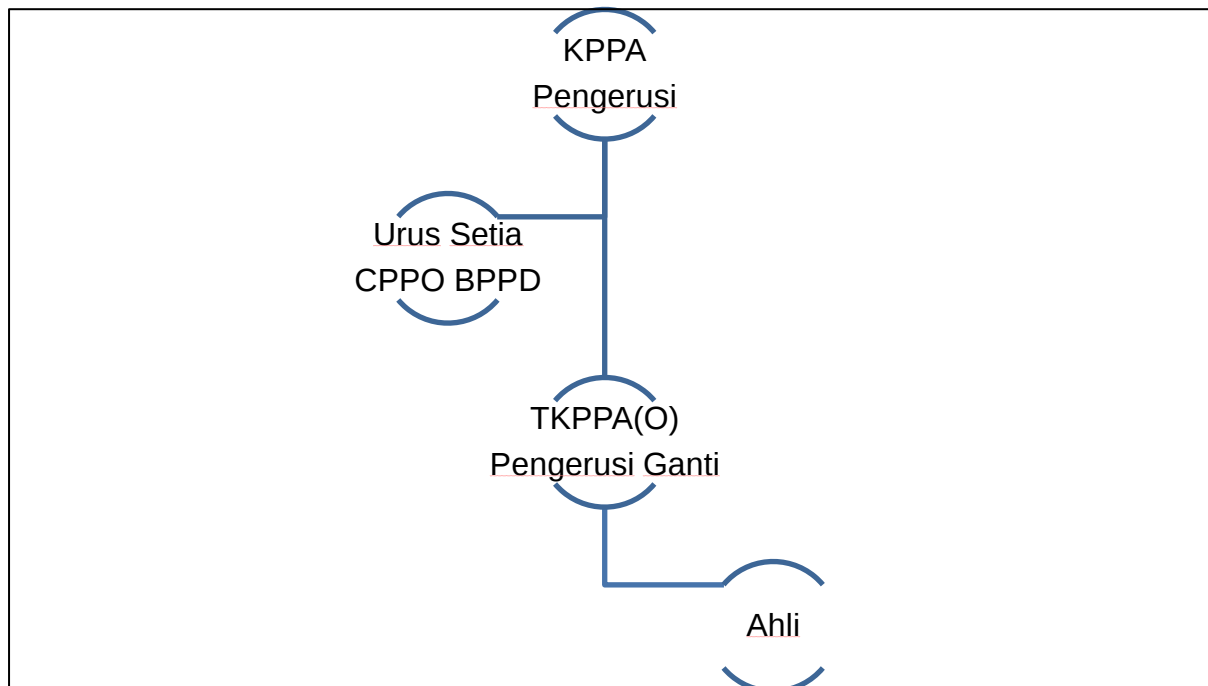
6. STRUKTUR TADBIR URUS KAJIAN

Pihak JPA serta MPC akan terlibat secara langsung dalam proses *governance* kajian. Cadangan struktur *governance* kajian adalah seperti berikut:-

Rajah: Cadangan Struktur Tadbir Urus Kajian



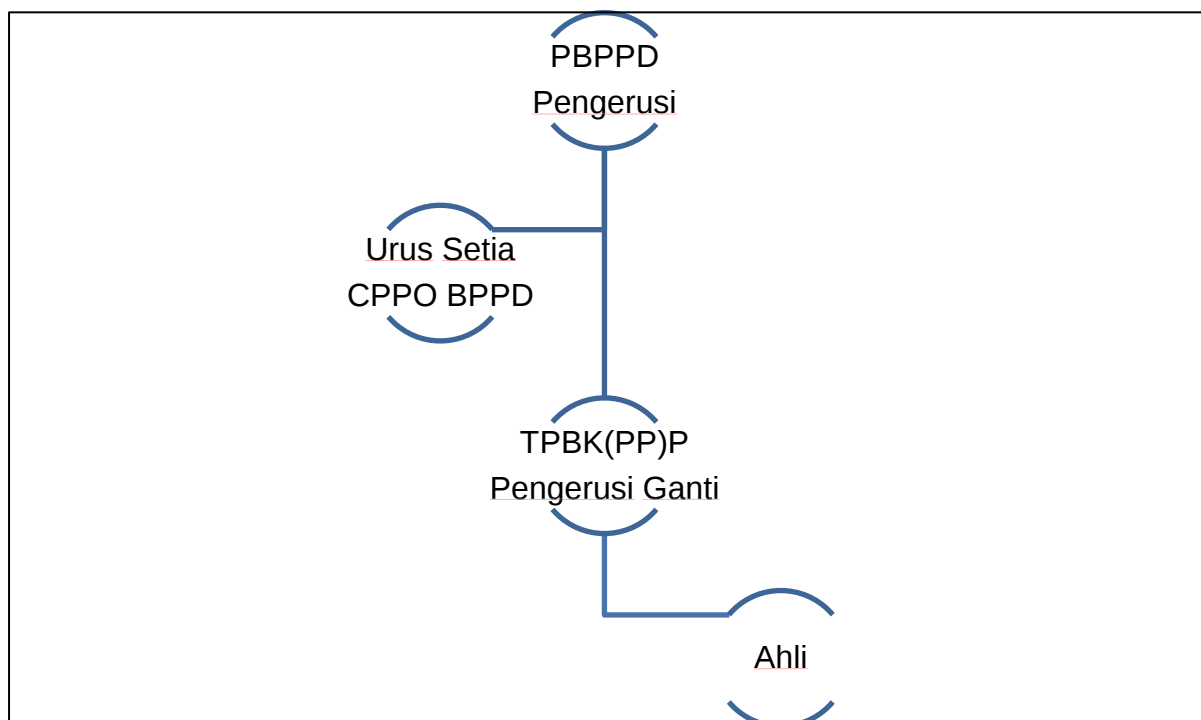
**JAWATANKUASA PEMANDU KAJIAN PENGUKURAN PRODUKTIVITI
SEKTORAL DALAM PERKHIDMATAN AWAM 2019 – 2020.**



Keahlian Jawatankuasa Pemandu Kajian:

Pengerusi	:	KPPA
Pengerusi Ganti	:	TKPPA(O)
Ahli	:	TKPPA(P)
		KSU MEA
		KSU MOF
		KSU MITI
		KP MPC
		KP DOSHM
Urus Setia	:	CPPO BPPD JPA
Kekerapan Bersidang	:	4 Kali Setahun

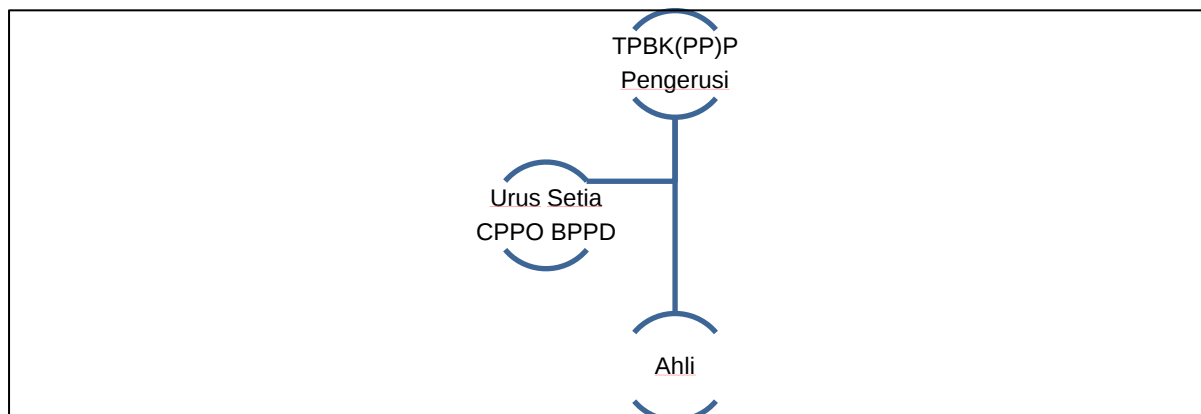
JAWATANKUASA TEKNIKAL KAJIAN PENGUKURAN PRODUKTIVITI PERKHIDMATAN AWAM 2019 – 2020.



Keahlian Jawatankuasa Teknikal Kajian:

Pengerusi	:	PBPPD
Pengerusi Ganti	:	TPBK(P)P
Ahli	:	Unit Statistik MEA Bahagian Fiskal dan Ekonomi MOF Bahagian Perancangan Statistik MITI
Ahli	:	Wakil MPC Wakil DOSHM Bahagian Kerajaan Digital MAMPU Cawangan Pengurusan Dan Pentadbiran BKP JPA Cawangan Pembangunan Aplikasi, BPMS JPA Unit Perundingan Human Resource Intelligence, BPPD JPA
Urus Setia	:	CPPO BPPD JPA
Kekerapan Bersidang	:	8 Kali Setahun

PASUKAN KAJIAN JPA PENGUKURAN PRODUKTIVITI SEKTORAL DALAM PERKHIDMATAN AWAM 2019 – 2020.



Keahlian Pasukan Kajian:

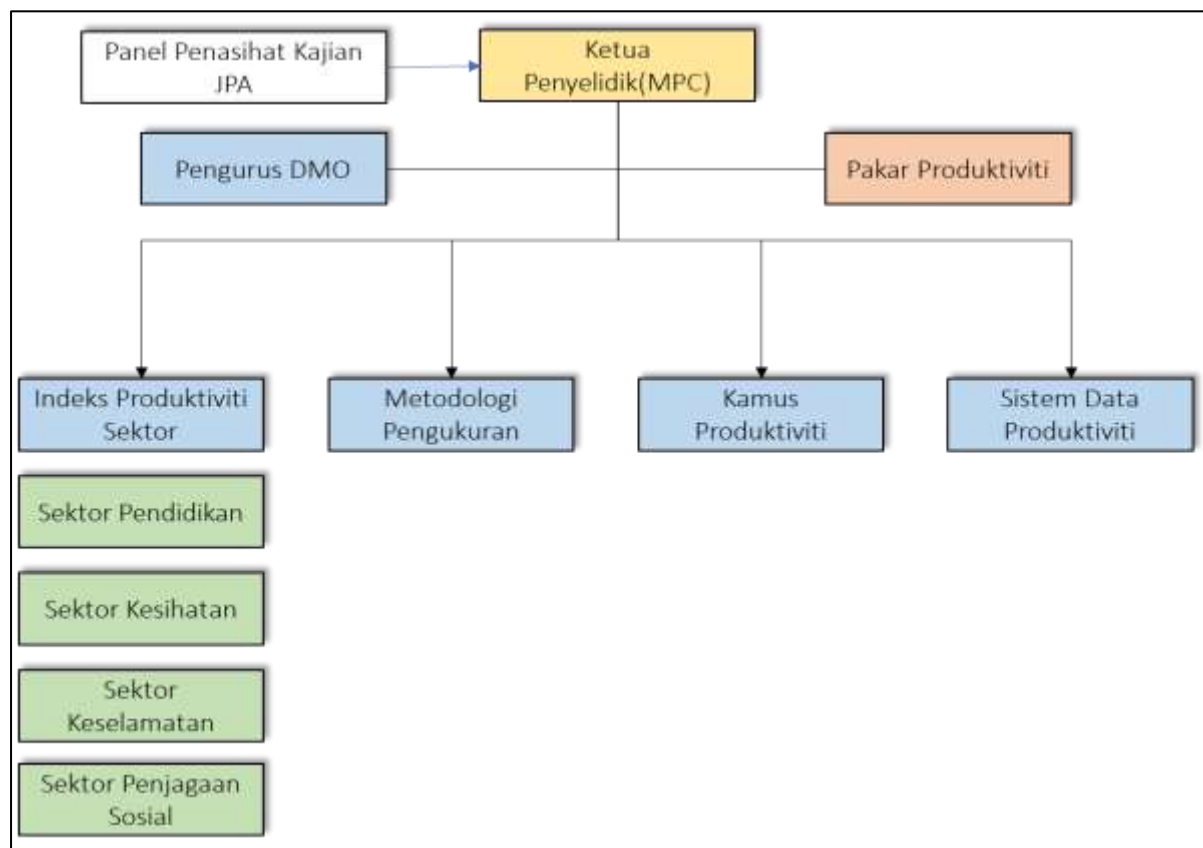
Pengerusi : TPBK(P)P

Ahli : MPC

CPPO, BPPD, JPA

Kekerapan Bersidang : Mengikut keperluan

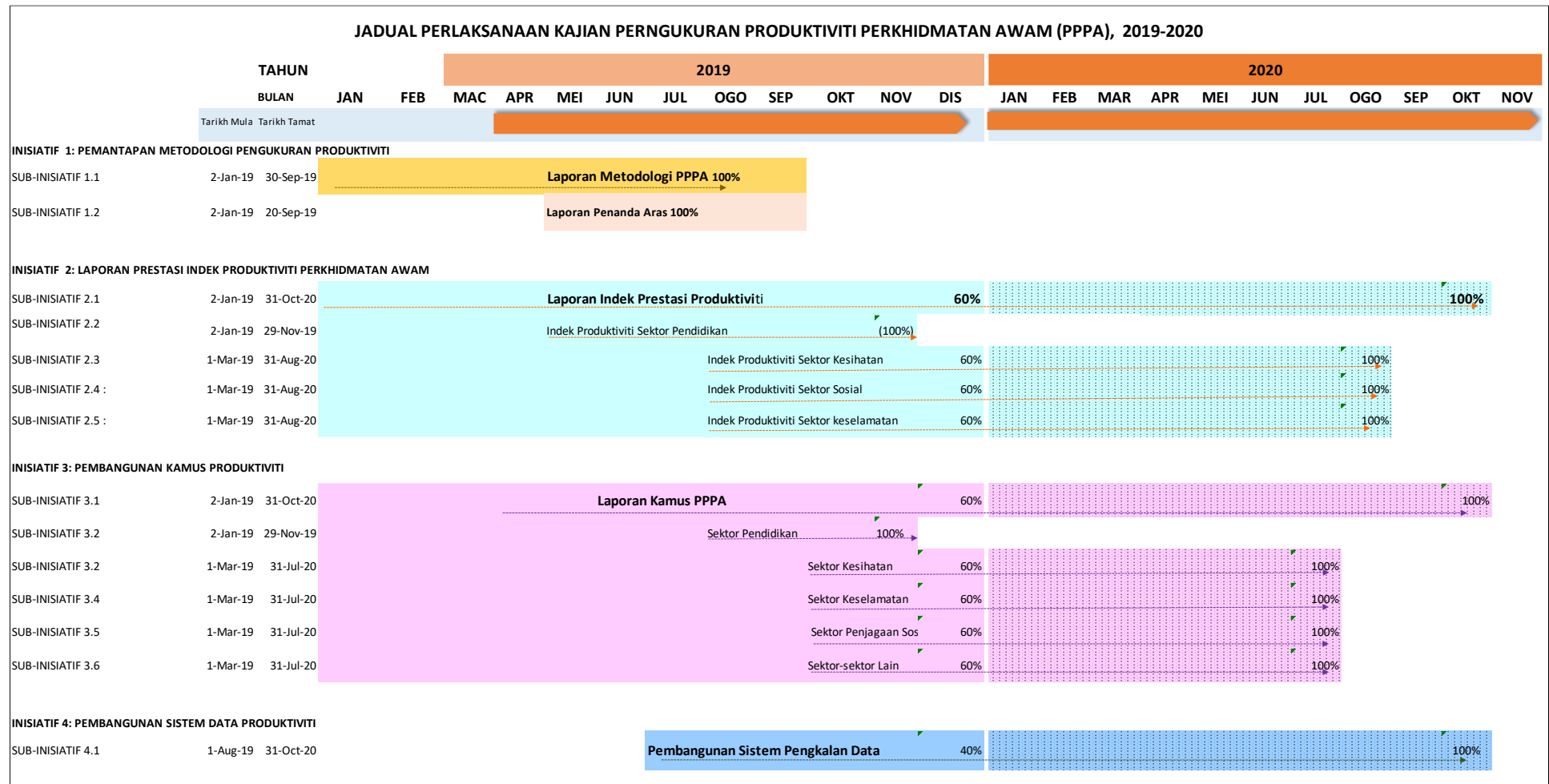
Rajah: Struktur Organisasi Pasukan Kajian MPC



7. TEMPOH KAJIAN DAN JADUAL KERJA

Jadual pelaksanaan pada tahun 2020 adalah seperti Rajah 3.

Rajah 3: Jadual Pelaksanaan Kajian Pengukuran Produktiviti Perkhidmatan Awam 2019



8. HASIL DAPATAN KAJIAN

Sepuluh (10) hasil kajian: berbentuk laporan di pelbagai peringkat:

- i. Laporan Interim 2020
- ii. Laporan Indeks Produktiviti Fungsi Kesihatan
- iii. Laporan Indeks Produktiviti Fungsi Keselamatan dan Ketenteraman Awam
- iv. Laporan Indeks Produktiviti Fungsi Perlindungan Sosial
- v. Laporan Indeks Produktiviti Nasional
- vi. Kamus Produktiviti Fungsi Kesihatan
- vii. Kamus Indeks Produktiviti Fungsi Keselamatan dan Ketenteraman Awam
- viii. Kamus Indeks Produktiviti Fungsi Fungsi Perlindungan Sosial
- ix. Kamus Indeks Produktiviti Fungsi Lain-lain
- x. Laporan Sistem Data Produktiviti Perkhidmatan Awam (SDPPA)

9. KOS

Kos kajian yang dicadangkan adalah RM400,000.00.

10. KESIMPULAN

Pasukan kajian UECSB berkeyakinan dapat menyiapkan projek seperti yang dijadualkan berdasarkan pengalaman perunding-perunding yang bakal terlibat.

Lampiran A

Senarai Agensi-Agensi Yang Terlibat Dalam Kajian Pengukuran Produktiviti Sektor Dalam Perkhidmatan Awam Mengikut Klasifikasi Fungsi Kerajaan (*Classification of the Functions of Government* – COFOG, United Kingdom)

Kod	Klasifikasi Fungsi Kerajaan	Agensi
701	Perkhidmatan Awam Am <i>General Public Services</i>	Jabatan Perdana Menteri Kementerian Wilayah Persekutuan
702	Pertahanan ¹ <i>Defence</i>	Kementerian Pertahanan
703	Ketenteraman Awam dan Keselamatan <i>Public Order And Safety</i>	Majlis Keselamatan Negara Kementerian Dalam Negeri Jabatan Bomba dan Penyelamat Malaysia Jabatan Imigresen Malaysia Jabatan Penjara Malaysia Jabatan Pertahanan Awam Malaysia Polis Diraja Malaysia Pejabat Pendaftar Mahkamah Agensi Penguatkuasaan Maritim Malaysia Agensi Anti Dadah Kebangsaan
704	Hal Ehwal Ekonomi <i>Economic Affairs</i>	Kementerian Kewangan (termasuk Kastam Diraja Malaysia) Kementerian Hal Ehwal Ekonomi Kementerian Pertanian dan Industri Asas Tani Kementerian Pembangunan Usahawan Kementerian Perdagangan Dalam Negeri dan Hal Ehwal Pengguna Kementerian Industri Utama Kementerian Perdagangan Antarabangsa dan Industri Kementerian Pembangunan Luar Bandar
705	Perlindungan Alam Sekitar <i>Environment Protection</i>	Kementerian Tenaga, Sains, Teknologi, Alam Sekitar dan Perubahan Iklim
706	Kemudahan perumahan dan Komuniti <i>Housing and Community Amenities</i>	Kementerian Perumahan dan Kerajaan Tempatan
707	Rekreasi, Budaya, dan Agama <i>Recreation, Culture, And Religion</i>	Kementerian Pelancongan, Seni dan Budaya Kementerian Belia dan Sukan Jabatan Kemajuan Islam Malaysia Jabatan Wakaf, Zakat dan Haji
708	Kesihatan <i>Health</i>	Kementerian Kesihatan Kementerian Pendidikan Kementerian Pertahanan Lembaga Penduduk dan Pembangunan Keluarga Negara
709	Pendidikan	Kementerian Pendidikan

¹ Sektor Pertahanan tidak terlibat dalam kajian ini.

Kod	Klasifikasi Fungsi Kerajaan	Agensi
	<i>Education</i>	Kementerian Pembangunan Usahawan
710	Penjagaan Sosial <i>Social Protection</i>	Kementerian Pembangunan Wanita, Keluarga dan Masyarakat Jabatan Kebajikan Masyarakat

Senarai Agensi-Agensi Yang Terlibat Kajian Pengukuran Produktiviti Sektor Dalam Perkhidmatan Awam Mengikut Sektor Yang Tidak Diklasifikasikan Dalam COFOG

Bil.	Sektor	Agensi
1	Sains dan Teknologi <i>Science and Technology</i>	Kementerian Komunikasi dan Multimedia Kementerian Air, Tanah dan Sumber Asli Kementerian Kerja Raya Kementerian Tenaga, Sains, Teknologi, Alam Sekitar dan Perubahan Iklim Kementerian Pengangkutan
2	Sumber Manusia <i>Human Resources</i>	Jabatan Perkhidmatan Awam Kementerian Sumber Manusia
3	Hubungan Antarabangsa <i>International Relations</i>	Kementerian Luar Negeri

APPENDIX 3

APPENDIX 3 : LETTER OF ACCEPTANCE

[Please refer to the Letter of Acceptance dated 12 February 2020]

APPENDIX 4

APPENDIX 4 : DELIVERABLES

Sepuluh (10) hasil kajian: berbentuk laporan di pelbagai peringkat:

- i. Laporan Interim 2020
- ii. Laporan Indeks Produktiviti Fungsi Kesihatan
- iii. Laporan Indeks Produktiviti Fungsi Keselamatan dan Ketenteraman Awam
- iv. Laporan Indeks Produktiviti Fungsi Perlindungan Sosial
- v. Laporan Indeks Produktiviti Nasional
- vi. Kamus Produktiviti Fungsi Kesihatan
- vii. Kamus Indeks Produktiviti Fungsi Keselamatan dan Ketenteraman Awam
- viii. Kamus Indeks Produktiviti Fungsi Fungsi Perlindungan Sosial
- ix. Kamus Indeks Produktiviti Fungsi Lain-lain
- x. Laporan Sistem Data Produktiviti Perkhidmatan Awam (SDPPA)
- xi. Laporan Akhir Kajian 2020

APPENDIX 5A

APPENDIX 5A : SUMMARY OF TOTAL CONSULTING COST

PENGIRAAN KESELURUHAN ANGGARAN KOS PERUNDING

Bil.	Perkara	Jumlah (RM)
(1) Yuran Perunding		
A.	Kakitangan Ikhtisas	400,000.00
B.	Kakitangan Separa Ikhtisas	-
JUMLAH (1)		
(2) Kos Imbuhan Balik		
i.	Tiket Penerbangan Tempatan/Antarabangsa	-
ii.	Lain-lain Perbelanjaan Berkaitan Dengan Perjalanan termasuk Teksi	-
iii.	Tuntutan Perjalanan Kenderaan (<i>Mileage Claims</i>)	-
iv.	Elaun Penginapan dan Sara Hidup	-
v.	Kos Perhubungan	-
vi.	Kos Dokumentasi Dan Penyediaan Laporan	-
vii.	Kos Bagi Menjalankan Kajian Selidik	-
JUMLAH (2)		-
JUMLAH KESELURUHAN KOS PERUNDING (1)+(2)		400,000.00

Dengan ini saya mengesahkan bahawa semua maklumat yang dikemukakan adalah benar dan lengkap.

APPENDIX 5B

APPENDIX 5B : CONSULTING FEES

PENGIRAAN YURAN PERUNDING SECARA INPUT MASA

				(1)	(2)	(3)	
Bil	Nama	Status Kakitangan (Tetap/ Sementara)	Tempoh Pengalaman Bekerja (Tahun)	Gaji Pokok (Sebulan) RM	Input Masa (Bulan)	Faktor Pengganda (Rujuk Lampiran A4)	Jumlah Yuran RM
A) YURAN PERUNDING BAGI KAKITANGAN IKHTISAS (INPUT MASA)							
1	Dr Izhar Che Mee	Sementara	35	16,330	2.75	2.7	121,250.25
2	Dr Noorazlin Saat	Sementara	35	16,330	2.5	2.7	110,227.50
3	Prof Dr Haim Hilman Abdullah	Sementara	20	13,000	2.05	2.2	58,630.00
4	Alawidin Khairudin	Sementara	35	16,330	2.5	2.7	110,227.50
JUMLAH KECIL (i)					9.8	-	400,335.25
B) YURAN PERUNDING BAGI KAKITANGAN SEPARA IKHTISAS (INPUT MASA)							
	-						
JUMLAH KECIL (ii)					0	-	0
JUMLAH BESAR YURAN PERUNDING: (i) + (ii)					9.8	-	400,335.25

APPENDIX 5C

APPENDIX 5C : OUT OF POCKET EXPENSES

-Not Applicable-

APPENDIX 6

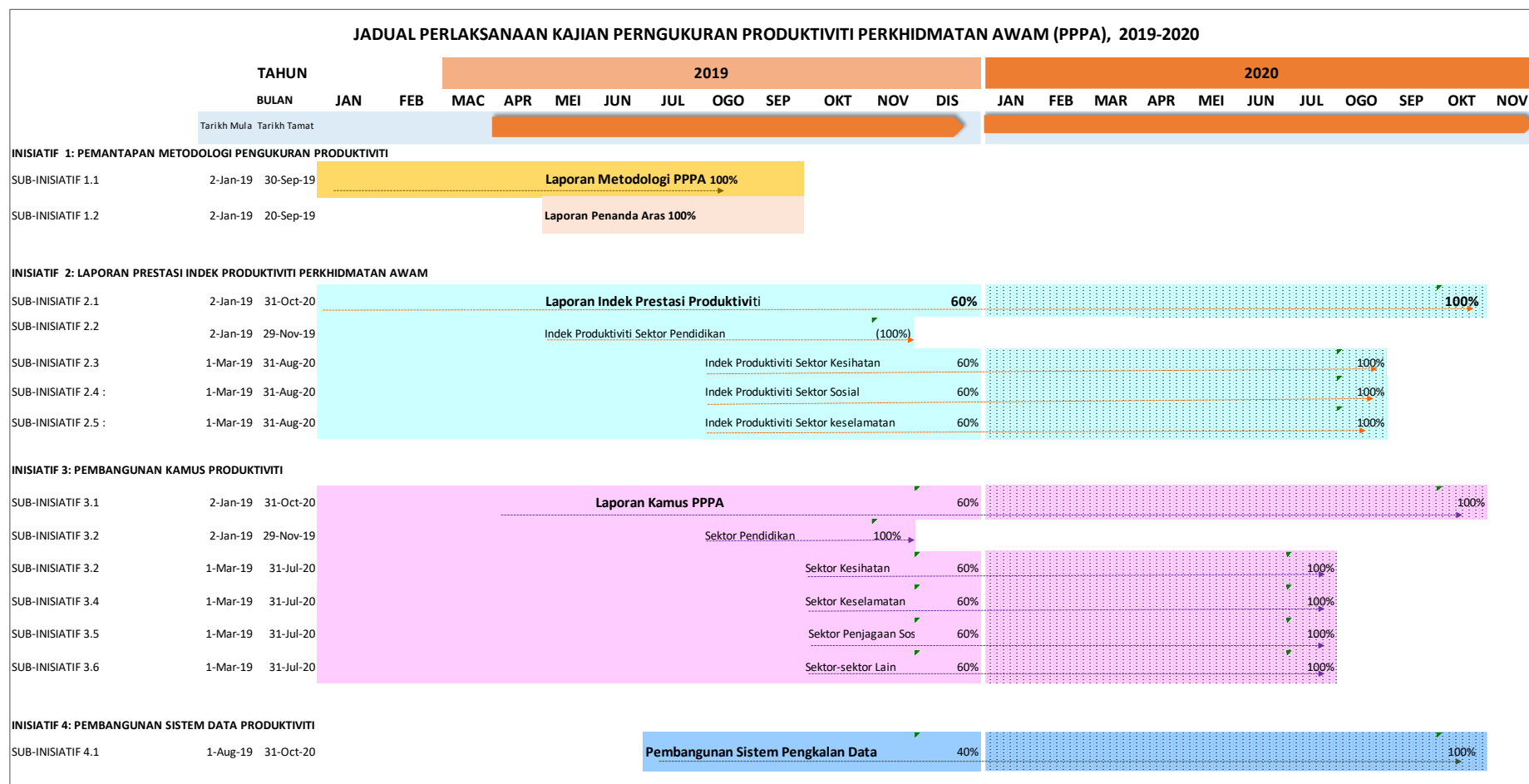
APPENDIX 6 : SCHEDULE OF AGREED ITEMS

Item	Clause of Agreement	Description	Remarks
1.	3.1	Commencement date	1 April 2020
2.	3.1	Contract period	8 months
3.	3.1	Contract Expiry date	31 December 2020
4.	3.2(b)	Period for negotiation of the terms and condition for extension of the contract period	1 month prior to Contract Expiry Date
5.	1.1(c), 5.11(c) 6.1(a) & 8.1(a)	Malaysia Productivity Corporation	designation/(s) to be inserted by Director of Productivity and Competitiveness Knowledge (PCK)
6.	6.2(b)	Period for Malaysia Productivity Corporation to give decision	7 days to be inserted by Agency
7.	6.4(c)	Consultant's bank account details for purposes of payment	Name: Bank Islam (Tetuan Uniutama Education and Consultancy Sdn.Bhd.) Account No.: 02093010007784 Bank Address: Bank Islam Cawangan Universiti Utara Malaysia, Sintok Kedah
8.	14(d)	Period for Consultant to submit statement of final account for the Services and supporting documentation to MPCR	Three months from the date of suspension or termination
9.	14(e)	Period for MPCR to verify the statement of account and supporting documentation.	Three months from the date of receipt from the Consultant
10.	5.3(b)	Formula for calculation of Liquidated and Ascertained Damages: $\text{LAD} = \frac{\% \text{ BLR}}{100} \times \frac{\text{Fees}}{365}$ (subject to a minimum of RM100/- per day)	RM300.00 per day

Item	Clause of Agreement	Description	Remarks
11.	17(a)	a) <u>For Malaysia Productivity Corporation</u> b) <u>For the Consultant</u>	a) Official Designation: Malaysia Productivity Corporation (MPC) Address: Lorong Productivity, Jalan Sultan, 46200 Petaling Jaya, Selangor Fax No. : 03-79600211 Tel. No. : 03-79600173 Email : zaff@mpc.gov.my, norakma@mpc.gov.my b) Name of Firm : Uniutama Education and Consultancy Sdn. Bhd. (UECSB) Address : Uniutama Education and Consultancy Sdn. Bhd. Bangunan Pusat Pendidikan Profesional dan Lanjutan (PACE), Universiti Utara Malaysia, 06010 Sintok Kedah. Fax No. : Tel No. : 04-9284640/4637 Email: syazwina.uecsb@gmail.com/ utracy.uecsb@gmail.com

APPENDIX 7

APPENDIX 7: SERVICES IMPLEMENTATION SCHEDULE



APPENDIX 8

APPENDIX 8 : CONSULTANT'S PERSONNEL

Bil	Nama Pasukan (Tempatan / Asing – nyatakan nama Negara asing)	Umur	Tempoh Pengalaman Bekerja (Tahun)	Kelulusan Akademik Tertinggi (Nyatakan nama kelayakan dan universiti)	Jenis Kakitangan (Pemilik/ Rakan Kongsi/ Ikhtisas/ Separa Ikhtisas*)	Status Kakitangan (Tetap/ Sementara*)	Input Masa Dalam Kajian (Bulan)
A. PASUKAN PENGURUSAN							
1	Dr Izhar Che Mee (Tempatan)	58	35	D. Mgmt – UUM PhD Information System – Univ. Of Bradford, UK	Ikhtisas	Sementara	2.75
2	Dr Noorazlin Saat (Tempatan)	58	35	PhD in Electrical Engineering – UTM	Ikhtisas	Sementara	2.5
3	Prof Dr Haim Hilman Abdullah (Tempatan)	43	20	PhD in Strategic Management, IPM	Ikhtisas	Sementara	2.05
4	Alawidin Khairuddin	59	36	Master Electrical Engineering – UTM	Ikhtisas	Sementara	2.5

Nota:

APPENDIX 9

**APPENDIX 9: CONSULTANT'S PERSONNEL TIME INPUT SCHEDULE
(IF APPLICABLE)**

-Not Applicable-

APPENDIX 10

APPENDIX 10: CONSULTANT'S SERVICES TAX LICENSE

-Not Applicable-

APPENDIX 11**APPENDIX 11: SCHEDULE OF PAYMENT****Jadual 1: Ringkasan Fasa Pembayaran**

No	Fasa Pembayaran	RM (termasuk 6% GST)
1	Fasa 1	60,000.00
2	Fasa 2	280,000.00
3	Fasa 3	60,000.00
	Jumlah	400,000.00

***Tertakluk kepada perubahan skop kajian mengikut keperluan semasa**