

DATED 25 February 2021



SUPPLEMENTAL AGREEMENT

BETWEEN

MALAYSIA PRODUCTIVITY CORPORATION

AND

YNY TECHNOLOGY SDN. BHD.

ON

**THE IMPLEMENTATION OF INDUSTRY4WRD READINESS ASSESSMENT
PROGRAM**

THIS SUPPLEMENTAL AGREEMENT is made on

25 February 2021

BETWEEN

MALAYSIA PRODUCTIVITY CORPORATION a statutory body established under the Malaysia Productivity Corporation (Incorporated) Act 1966, whose registered address is at Lorong Produktiviti, Off Jalan Sultan, 46200 Petaling Jaya, Selangor Darul Ehsan (hereinafter referred to as "MPC") of the first part.

AND

YNY TECHNOLOGY SDN. BHD. (Registration No. 478868-P) a company incorporated under the Companies Act 2016 and having its principal office at No. 43, Jalan Kota Raja F27/F, Hicom Town Centre, Seksyen 27, 40400 Shah Alam, Selangor (hereinafter referred to as "CONSULTANT") of the other part;

(MPC and CONSULTANT are hereinafter collectively referred to as "Parties" and "Party" refers to any one of them, as the context may require)

WHEREAS:

- A. By an agreement dated 8 December 2020 (hereinafter referred to as "the Principal Agreement") entered into between MPC and YNY TECHNOLOGY SDN. BHD., MPC agreed to appoint YNY TECHNOLOGY SDN. BHD. as an assessment body for the implementation of Readiness Assessment Program (RA) of Industry4WRD 2020 to the Small and Medium Enterprises ("SMEs") (as defined in the Principal Agreement) subject to the terms and conditions of the Principal Agreement.
- B. Pursuant to MPC's request to extend the agreement period for the Assessing Bodies (AB), the Ministry of Finance (MoF) has agreed to extend the Contract Period of the AB for an additional 12 months; from 1st January 2021 to 31st December 2021. (refer to attachment in Appendix E)
- C. In this regard, the Parties hereto have now agreed to vary the terms and conditions of the Principal Agreement upon the terms and conditions appearing in this Supplemental Agreement (hereinafter referred to as the "Supplemental Agreement").

NOW, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INTERPRETATIONS

- 1.1 Save herein and subject to the foregoing provisions and amendment made therein, all the provisions of the Principal Agreement shall remain in full force, enforceable and effect between the Parties and this Supplemental Agreement shall be a supplemental to and be read and construed as an integral part of the Principal Agreement.
- 1.2 Except where the context herein requires otherwise, the words and expressions as defined in the Principal Agreement and rules of interpretation set out therein shall bear the same meaning and effect when used in this Supplemental Agreement.
- 1.3 In the event of any inconsistency, contradiction or conflict between this Supplemental Agreement and the Principal Agreement, the provisions of this Supplemental Agreement shall prevail to the extent of such inconsistency, contradiction or conflict.
- 1.4 The Principal Agreement and this Supplemental Agreement constitute the entire agreement and understanding of the Parties made thereto with respect to the subject matter hereof and supersede all prior agreements, understandings, inducements, representations or arrangements between the Parties, whether express or implied, oral or in writing.
- 1.5 The Parties hereby executing this Supplemental Agreement shall be without prejudice to whatever rights and remedies of the Parties might have acquired under the Principal Agreement and nothing herein shall be construed as to mean a waiver by the Parties of any such rights or remedies.

2. EFFECTIVE DATE

This Supplemental Agreement shall be deemed to have come into force on the signing date of this Supplemental Agreement.

3. AMENDMENT OF COVER PAGE

The covering page of the Principal Agreement is amended by substituting for the description on Agreement Period with the following description:

"AGREEMENT PERIOD : Date of Appointment Letter 1st September 2020 until 31st December 2021"

4. AMENDMENT OF CLAUSE 3

The Principal Agreement is amended by substituting for Clause 3 the following Clause:

3. CONTRACT PERIOD

For the purposes of this Agreement, the commencement date for the provision of the Services shall be on 1 September 2020 (the "Commencement Date") and shall continue for a period of sixteen (16) months until 31 December 2021 or any mutually agreed extension thereof (hereinafter referred to as the "Contract Period").

5. AMENDMENT OF APPENDICES

The Principal Agreement is amended –

- (a) by inserting additional information on "APPENDIX B" which is appended herewith and marked as Annexure 1 of this Supplemental Agreement;
- (b) by adding an additional Supporting Document from MoF on "APPENDIX E" which is appended herewith and marked as Annexure 2 of this Supplemental Agreement;

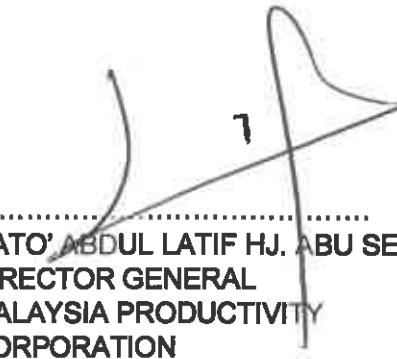
[END OF CLAUSES]

IN WITNESS WHEREOF the Parties have executed this Supplemental Agreement by their respective duly authorised representatives as follows on the date first written above:

SIGNED BY

For and on behalf of

MALAYSIA PRODUCTIVITY CORPORATION

) 
1
) DATO' ABDUL LATIF HJ. ABU SEMAN
>) DIRECTOR GENERAL
>) MALAYSIA PRODUCTIVITY
>) CORPORATION

in the presence of :

) 
1
) SALIZA SAARI
>) DIRECTOR
>) MALAYSIA PRODUCTIVITY
>) CORPORATION

SIGNED BY

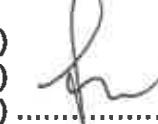
For and on behalf of

YNY TECHNOLOGY SDN BHD

(Registration No: 478868-P)

) 
1
) 478868-P
>) YONG CHUN JIAT
>) 880426-43-5377
>) YNY TECHNOLOGY SDN BHD

in the presence of :

) 
1
) Tam Lee Sia
>) 781109-04-5232
>) YNY TECHNOLOGY SDN BHD

ANNEXURE 1

APPENDIX B (to be taken, read and construed as an integral part of this Agreement)

DELIVERABLES

Bill	Item
1.	The Industry4WRD Readiness Assessment to the assigned SMEs for each batch and zone shall be conducted by CONSULTANT based on MPC's assignment from time to time.
2.	The Industry4WRD Readiness Assessment reports of the assigned SMEs for each batch and zone shall be delivered by CONSULTANT to MPC in accordance with MPC's assignment from time to time.
3.	Assessment RA needs to be completed by end of June 2021.

ANNEXURE 1

APPENDIX B (to be taken, read and construed as an integral part of this Agreement)

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ANNEXURE 2

APPENDIX E (to be taken, read and construed as an integral part of this Agreement)

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KEMENTERIAN KEWANGAN MALAYSIA
MINISTRY OF FINANCE
KOMPLEKS KEMENTERIAN KEWANGAN
NO. 5, PERSIARAN PERDANA, PRESINT 2
PUSAT PENTADBIRAN KERajaan PERSEKUTUAN
62650 PUTRAJAYA

To : 03-8200 8003
Fax : 03-6382 3893
03 6382 3804
WBS : WBS-CASSETTE 001 (1)

SULIT

Pengerusi WSK
Dr. Wong S.Y.

16/12/2020
24/12

YBhg. Dato' Leyman Hakin Ali

Kemudahan
Kementerian Perdagangan Antarabangsa dan Industri
Arok 28, Menara MITI
No. 1, Jalan Sultan Haji Ahmad Shah
50480 KUALA LUMPUR

YBhg. Dato',

PELANJUTAN TEMPOMAH BAGI PELANTIKAN BADAN PENULAIAN PUNTUK TINJAUAN KESEDIAAN INDUSTRY (WRI) (RA)

Dengan hormatnya saya diizinkan mengakui permohonan Badan Penulaiian Produkhdki Malaysia (MPC), Kementerian Perdagangan Antarabangsa dan Industri (MITI) yang diterima melalui sistem Electronic Government Application (EGA) pada 1 Disember 2020 mengenai perluar di atas. Maklumat berikutnya adalah MPC mengizinkan dan berlaku pada 14 Disember 2020 dan 15 Disember 2020 adalah berikut;

2. Dimaklumkan bahawa Kementerian Kewangan Malaysia (MoF) telah mendapat permohonan 4112 untuk perluar tinjauan kesediaan industri (WRI) dan semulajun mendapat seperti berikut;

- a) MPC mengundurkan baki peruncitan Bahan Pembangunan (BP) bagi tahun 2019 dan tahun 2020 yang masih belum dibelanjakan bagi membayar baki peruncitan bahan pembangunan di atas. Selain yang dimulai, MPC tidak memuatkan Arahan Pengurusan (AP) 6/11 yang menetapkan bahawa apa-apa wang yang telah dibelanjakan (BP) adalah makud yang khusus hendaklah diberikan hasil kepada Kumpulan Wang Diklasikan setakta 8422 diturunkan bagi makud tersebut dalam tempoh yang ditentukan begitu;
- b) MPC gagal mematuhi syarikat MIMOS Berhad (MIMOS) mengenadakkan semula Surat Seputu Terma (SST) yang telah diundang dengan bantuan tempoh yang telah ditetapkan dalam SST iaitu selama 30 hari;
- c) MPC gagal mematuhi Pehsiling Perbendakuran (PP) /PK4.2/Perenggan 6.1/Jadual 2 yang menetapkan bahawa kontrak formal hendaklah diundang dalam tempoh enam (6) daripada tarikh SST diturunkan bagi perolehan termasuk dan



SULIT

d) MPC tidak memasukkan perubahan tempoh pembayaran bagi syarikat AB berbeza dengan surat kelulusan MoF ber tarikh 6 April 2020 dengan tempoh pembayaran dalam SST yang dikuturkan kepada syarikat AB.

3. Sehubungan itu, MPC diberikan teguran ke atas kelebihanungan syarikat yang disenyalan di paragraf 2 (a) hingga (d) di atas. Walaupun bagaimanapun, bagi memudahkan perhakimuan soalnya ada tidak terpuas, MoF berkeyu melebihi pemohonan MPC untuk melebihi tempoh kontrak selama satu (1) tahun mulai 1 Januari 2021 sehingga 31 Disember 2021 bagi syarikat (6) Badan Pendidikan (AB) Untuk Tadbir Kelebihan Industri (WHD) (RA) dengan syarikat yang dikenal pasti tanpa melebihi urutang pertambahan los kepada rilai kontrak soalnya ada seperti perincian di Jangka 1 berikut:

Jangka 1

NO	SYARIKAT	NAJI KONSEP SYARIKAT
1.	SKIM Berhad (SUEBT)	[REDACTED]
2.	HMICOS Berhad (HMICOS)	[REDACTED]
3.	Malaysian Automotive Research and Development Institute (MARDI)	[REDACTED]
4.	UVV SUD (Mazakui Sdn. Bhd) TSM901	[REDACTED]
5.	YNY Technology Sdn. Bhd. (YNY)	[REDACTED]
6.	Repco Lubricant and Advanced Technology Sdn. Bhd. (REPA) TSM901	[REDACTED]

4. Kehilangan ini adalah kerabutan terhadap syarat-syarat berikut:

a) Syarikat yang diluluskan dimanfaatkan bagi perolehan hi;

b) Semua peraturan dan tatacara berjalan yang berlaku kawal bantah ditepati sepenuhnya;

c) MPC mengeluarkan pernyataan: perintah Umibusari diberikan semula syarikat AB yang dikenal pasti kepada kerajaan berpendapat Kerajaan terpelihara dan

d) MPC mengeluarkan surat maklumat semua syarikat AB yang dikenal pasti mengenai tarikh kontrak dan memenuhi spesifikasi perhakimuan yang ditetapkan.

5. Bagi mengelakkan sebarang los bayaran kepada syarikat yang diluluskan, MoF juga berencana supaya MPC diberikan pengecualian ihsas untuk melandaskan tempoh menandatangani dokumen kontrak melebihi empat (4) bulan daripada tarikh SST dikuturkan bagi perolehan di atas sehingga 31 Disember 2020 untuk syarikat MARDI, syarikat TSM901 dan syarikat RBATSSB. Keputusan ini adalah terakur kepada syarat-syarat berikut:

a) MPC mengelakkan memasukkan perincian hi tidak akan menjejaskan perhakimuan yang akan diberikan;



MOF.EMC (S)600-15/8/19 (26)

18 December 2020

SULIT

- b) MPC hendaklah mengajukan mekanisme pemantauan perlakuan yang efisien untuk mengelakkan berlakunya keleluasaan dalam menandatangani kontak formul pada masa akan datang; dan
- c) MPC hendaklah memastikan semua uraian berlakuan perlakuan Kerajaan dilaksanakan berdasarkan asas dan tadbir urus baik (good governance practices) dengan mematuhi prinsip-prinsip perlakuan bagi mempertahankan nilai faedah yang sebenar kepada Kerajaan.

6. Kelulusan ini diberikan untuk perlakuan ini sahaja dan tidak boleh dijadikan percadilan bagi perlakuan lain seumpamanya di masa hadapan.

7. Menurutnya perlakuan syarikat AB adalah berjaya dalam usaha Kerajaan mencapai Industri 4.0 dan bagi mengelakkan pemohonan dilengang terus yang berulang-ulang untuk pertindangan MoF, MPC dilahendakkan menyediakan *Standard Operating Procedure* (SOP) bagi perlakuan di atas dan mengemukakan sebarang SOP terperinci mengikut peralihan Pegawai Pengawal MITI untuk dimaklumkan di seluruh MoF.

8. Bagi tujuan penentuan bilangan MoF yang mencadangkan, wujud Bahagian Audit Dalam MITI melaksanakan audit atas sebahagian projek projek kajalau dan mengemukakan satu (1) laporan lengkap berdasarkan MoF mengikut reka.

Sekarang, terima kasih.

"BERKHIDMAT UNTUK NEGARA"

Saya yang membantahkan ancaman,

(DATO' ZAMZURI BIN ABDUL AZIZ)

Bahagian Audit Dalam
MoF, Kajalau
Kementerian Perdagangan
Dalam Negeri

x.k.

YBhg. Dato' Abdul Latif bin Ahmad
Ketua Pengarah
Pertubuhan Perdagangan Malaysia
Batu 64, Jalan 10/10
46904 Petaling Jaya
SELANGOR DARUL EHSAN

No. Telefon: 03-7958 1697

YBhg. Dato' Salleh Anuar bin Lelel Hassan
Ketua Pengarah
Unit Perancang Ekonomi
Jabatan Perdana Menteri
Seksyen Perdana &
Kompleks Setia Perdana
Pusat Perancangan Kerajaan Persekutuan
62502 PUTRAJAYA

No. Telefon: 03-8888 3755

Dato' Salleh

