



**AN AGREEMENT**

**BETWEEN**

**MALAYSIA PRODUCTIVITY CORPORATION**

**AND**

**ALPHA CATALYST CONSULTING SDN. BHD.**

**FOR "KAJIAN IMPAK PELAKSANAAN PROGRAM KEUSAHAWANAN INSTITUSI  
PENDIDIKAN TINGGI"**

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Form CSA2014-Research

CONTRACT NO.: .....

### **"RECITALS"**

THIS AGREEMENT is made on .....day of ..... 2020

### **BETWEEN**

**MALAYSIA PRODUCTIVITY CORPORATION (MPC)** a statutory body established under the Malaysia Productivity Corporation (Incorporated) Act 1966 (Act 408), whose registered address is at Lorong Productivity, Jalan Sultan, 46200 Petaling Jaya, Selangor (hereinafter referred to as "MPC") of the first part;

### **AND**

**ALPHA CATALYST CONSULTING SDN. BHD. (ACC)**, a consulting company; having its business address at Level 36, Menara Maxis, Kuala Lumpur City Centre, 50088 Wilayah Persekutuan Kuala Lumpur (hereinafter referred to as "ACC") of the other part.

MPC and the ACC shall individually be referred as the "Party" and collectively referred to as the "Parties".

### **WHEREAS**

- (A) The MPC is desirous of obtaining consultancy services (hereinafter referred to as "the Services") necessary for the project entitled "KAJIAN IMPAK PELAKSANAAN PROGRAM KEUSAHAWANAN INSTITUSI PENDIDIKAN TINGGI".
- (B) The ACC has submitted its proposal to the MPC 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 MPC has agreed to appoint the ACC and both parties have agreed to such appointment to provide the Services necessary for the effective implementation of the Project. A copy of the Letter of Acceptance dated 24 September 2019 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) "ACC" means a company i.e. Alpha Catalyst Consulting Sdn. Bhd., with registered address at Level 36, Menara Maxis, Kuala Lumpur City Centre, 50088 Wilayah Persekutuan Kuala Lumpur;
- (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 MPC by the ACC as particularly specified in the Terms of Reference in Appendix 1 of this Agreement;
- (f) "MPC's Representative (MR)" means the person under item 5 in Appendix 6 or such other person as may be appointed from time to time by the MPC and notified in writing to the ACC to carry out the duties of the MR and the person so designated or appointed may be described by position;
- (g) "Services" means the professional consultancy services for the project which the MPC has engaged the ACC 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 MPC officials whose main function is to provide directions, review, consider and approve the Deliverables;

- (i) "Technical Committee" means the committee, comprising of MPC officials who will monitor the progress and implementation of the Services and provide input and feedback to the findings or recommendations of the ACC.

## **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 MPC hereby appoints the ACC and they accept the appointment to provide the Services for a consideration of Ringgit Malaysia Six Hundred Fifteen Thousand and Four Hundred and Thirty Three (RM615,433.00) 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 Thirty Nine Thousand and Fifty (RM439,050.00) as the ceiling consulting fees (as specified in Appendix 5B of this Agreement) and Ringgit Malaysia One Hundred Fifty Thousand and Forty (RM150,040.00) as the reimbursable cost and Ringgit Malaysia 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 24 September 2019 (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 six (6) months as specified under item 2 in Appendix 6 (hereinafter referred to as the "Contract Period") commencing from 1<sup>st</sup> October 2019 (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 ACC shall, upon it becoming reasonably apparent that the progress of the Services is delayed, apply in writing to the MPC for the approval of extension of the Contract Period. The ACC shall further furnish to the MPC 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 MPC.
- (b) The MPC shall have the absolute discretion whether or not to consider such application. In the event the MPC agrees to extend the contract period, the Parties may, as soon as reasonably practicable, negotiate the terms and conditions of such extension one (1) 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**

### **ACC'S REPRESENTATIONS, WARRANTIES AND OBLIGATIONS**

#### **4.0 ACC'S REPRESENTATIONS AND WARRANTIES**

The ACC hereby represents and warrants to the MPC that –

- (a) it is a statutory body validly existing under the laws of Malaysia;
- (b) the ACC shall keep current all such registrations and ensure their validity throughout the duration of this Agreement;
- (c) the ACC 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 ACC 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 ACC 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 ACC 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 ACC acknowledges that the MPC has entered into this Agreement in reliance on its representations and warranties as aforesaid.

## **5.0 ACC'S OBLIGATIONS**

### **5.1. Quality of Services**

- (a) The ACC and 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 MPC and, in so far as their duties are discretionary, shall act fairly between the MPC and any third party.
- (b) The ACC shall have sufficient knowledge of the Project and other regulations relating to the Project, and shall advise the MPC accordingly in matters affecting the implementation of the Project.

### **5.2. Timeliness of Services**

- (a) The ACC 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 MPC shall be the Service Implementation Schedule as in Appendix 7; which shall be amended only with the approval of the MPC. Any subsequent changes or amendments approved by the MPC shall form part and be read together with the Service Implementation Schedule.
- (c) The ACC shall provide the MPC scheduled progress reports in such form and details as prescribed in the Terms of Reference.
- (d) The ACC shall undertake to provide status updates through reports and presentations relevant to the Services as required by the MPC and attend

all deliberations and meetings of the Technical Committee and Steering Committee.

- (e) The ACC 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 ACC shall comply with all instructions issued by the MPC in regard to matters expressly empowered under this Agreement. The ACC shall follow the MPC procedures so far as possible and shall obtain prior approval in writing from the MPC of any departures from such procedures. Nothing in this clause shall be deemed to affect the responsibilities of the ACC in connection with the Services.
- (b) The ACC shall attend or be represented at all meetings convened by the MPC to which the ACC may be summoned, and shall advise and assist the MPC on all matters relating to the Services.

### **5.4. ACC's Personnel**

- (a) The ACC shall provide efficient, suitably qualified and experienced Personnel and acceptable to the MPC to carry out the Services.
- (b) The Services shall be carried out by the ACC's Personnel as specified under Appendix 8 here of within the time and stage as specified in the Service Implementation Schedule in Appendix 7.
- (c) The Project Manager of the ACC as specified in Appendix 8 shall be responsible for the management of the ACC's Personnel for the Services as well as to act as liaison between the ACC and the MPC.
- (d) There shall be no changes or substitutions in the ACC's Personnel set forth in Appendix 8 without the prior written approval of the MPC. If for any reason beyond the reasonable control of the ACC, it becomes necessary to replace any of the ACC's Personnel, the ACC shall forthwith provide as a replacement, a person of equivalent or better qualification and experience to the MPC at no additional cost to the MPC of which the MPC shall consider without undue delay.
- (e) In the event the number of ACC's Personnel as specified in Appendix 8 is reduced without the prior written approval of the MPC, the MPC shall have the right to deduct the Consulting Fee based on ACC's Personnel Time Input Schedule as specified in Appendix 9.

- (f) The ACC 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 ACC shall furnish the MPC such information in relation to the Services as the MPC may from time to time reasonably request.
- (b) The ACC 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 MPC 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 ACC shall permit the MR from time to time to inspect their records and accounts relating to the Services and to make copies thereof and shall permit the MPC or any person authorized by the MPC, 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 ACC may be required by the MPC to submit a report detailing probable cause and remedial action. References shall be made to all kept records and accounts.

#### **5.6. Liability**

The ACC 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 ACC agrees with MPC that –

- (a) the ACC 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 MPC 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 MPC or its agents and servants and the ACC expressly agrees that in the absence of any such act, omission or negligence as aforesaid MPC shall have no responsibility or liability whatsoever in relation to such accident, damage, injury or death.

- (b) the ACC shall indemnify and keep the MPC indemnified from and against all actions, suits, claim or demands, proceedings, losses, damages, compensation, costs (legal cost) charges and expenses whatsoever to which the MPC shall or may be or become liable in respect of or arising from -
  - (i) the negligent use or act, misuse or abuse by the ACC or the ACC's Personnel, servants, agents or employees appointed by the ACC 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 ACC to any person and not caused by the negligence or willful act, default or omission of the MPC, 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 ACC or the ACC'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 MPC, the ACC shall not at any time communicate to any person or body or entity any confidential information disclosed to the ACC for the purpose of the provision of the Services or discovered by the ACC 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 ACC without restriction before the date of receipt from the other party subject to the right of the MPC to re-classify certain information as confidential.
- (c) In the event that the ACC 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 ACC shall not constitute a violation of this Agreement provided that -
- (i) the ACC promptly notifies the MPC of the existence, terms and circumstances surrounding such request;
  - (ii) the ACC consults with the MPC on the advisability of taking available legal steps to resist or narrow, such request; and
  - (iii) the ACC 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 ACC encounters any delay in obtaining the required assistance and information set forth in clause 5.6(a), the ACC shall notify the MPC of such delay and its duration and the MPC, 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 ACC shall, if so required by the MPC, within the period of work before completion, assist and advise the MPC 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 MPC shall attend and give evidence or otherwise assist the MPC 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 MPC, the ACC shall assist in any manner whatsoever and advise the MPC under the same conditions of engagements as are applicable generally to this Agreement, subject always to -

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

#### **5.11. Situation Beyond Control Of ACC**

- (a) The ACC shall immediately inform the MPC in writing of any situation or the occurrence of any event beyond the reasonable control of the ACC, which makes it impossible for the ACC to carry out its obligations hereunder.
- (b) If the MPC agrees in writing that such situation or event exists, the MPC 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 ACC 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 MR as specified under item 5 in Appendix 6 for a decision.

#### **5.12. Prohibition on Association**

The ACC agrees that during and after the conclusion or termination of this Agreement, the ACC 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 MPC may otherwise agree or request the ACC.

#### **5.13. Prohibition on Conflicting Activities**

No Personnel of the ACC assigned to the Services under this Agreement nor the ACC'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 ACC's Personnel be so engaged directly or indirectly, either in his name or through the ACC in any such other conflicting business or professional activities.

#### **5.14. Independent ACC**

Nothing contained herein shall be construed as establishing or creating between the MPC and the ACC the relationship of master and servant or principal and agent. The position of the ACC performing the Services is that of an Independent ACC.

#### **5.15. Technology and Knowledge Transfer**

- (a) If the ACC appoints foreign professionals, the ACC shall endeavour to ensure that the employees of the MPC 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 ACC shall provide training for a minimum of (Refer TOR) officials nominated by the MPC to be competent and conversant in the implementation of the Project.
- (c) The ACC shall allow the employees of the MPC 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 MPC free and clear of all liens, claims and encumbrances. The ACC 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 MPC.
- (b) The ACC agrees to grant to the MPC free from all royalties, fees and other charges, all licenses in respect of intellectual property rights now or hereafter owned or controlled by the ACC or in respect of which the ACC 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 ACC shall defend and indemnify the MPC 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 MPC's instructions in accordance with this Agreement.
- (d) Where any infringement results from compliance with the MPC's instructions in accordance with this Agreement, any royalties, damages or other monies which the ACC may be liable to pay to the persons entitled to such intellectual property rights shall be reimbursed by the MPC.



## **PART C**

### **MALAYSIA PRODUCTIVITY CORPORATION'S OBLIGATIONS**

#### **6.0 MPC'S OBLIGATIONS**

##### **6.1. Appointment of MR**

- (a) MPC shall appoint the person under item 5 in Appendix 6 of this Agreement or other persons from time to time as the MPC Representative ("MR") to carry out its obligations and to exercise its right under this Agreement, and the MR shall have the power to carry out such obligations and exercise such rights on behalf of the MPC, 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 MPC.
- (b) The ACC shall comply with all instructions issued by the MR in regard to matters expressly empowered to the MR 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 MPC or the MR shall be in writing. However, the MR 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 ACC requires a decision from the MPC for the performance of its Services under this Agreement, the ACC shall submit its request in writing to the MR and the MR 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 ACC may request all the necessary and relevant information which are in the possession of the MPC required for purposes of carrying out of its Services under this Agreement. Notwithstanding the request, the MPC shall have the discretion to supply the necessary information it deems relevant.
- (b) Any necessary and relevant information supplied by the MPC to the ACC pursuant to clause 6.3(a) of this Agreement shall not relieve the ACC of any of the ACC's obligations under this Agreement.
- (c) MPC 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 ACC, 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 MPC 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 ACC's obligation under this Agreement.

- (d) Where necessary, MPC shall assist the ACC to obtain, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. MPC shall not be responsible for any damage to such land or any property thereon resulting from such access.

#### **6.4. Payment to the ACC for Services**

- (a) In consideration for the performance of the Services, MPC shall pay or reimburse to the ACC the Contract Price subject to the ceiling consulting fee, the reimbursable cost, and 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 include the Government Service Tax, which amount shall be paid by Malaysia Productivity Corporation to the Royal Malaysian Customs Department through the ACC upon the ACC 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 ACC furnishing to MPC all relevant drawings, design, reports, records and data when submitting request for payment.
- (c) Payment to the ACC shall be made within thirty (30) days upon receiving the proper invoices, vouchers and other appropriate supporting materials from the ACC and be deposited to the account of the ACC 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 ACC is reasonably disputed or reasonably subject to question by MPC, MPC shall within thirty (30) days after receipt of the invoice by MR inform the ACC in writing of all items under dispute or subject to question. Payment by MPC of the remainder of the invoice shall not be withheld on such grounds.
- (e) Except as otherwise agreed between MPC and the ACC, payments in respect of all fees and expenses incurred by the ACC shall be made in Ringgit Malaysia.

- (f) If the ACC intends to claim any additional payment pursuant to any clause of this Agreement, the ACC shall within ninety (90) days of the occurrence of such event or circumstances or instructions give notice in writing to the MR of its intention for such claim and submit full particulars of the claims together with supporting documents, for the approval of MPC. If the ACC fails to comply with this clause, the ACC shall not be entitled to such claim and MPC 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 ACC and approved as satisfactory by MPC. Any amount which MPC has paid or caused to be paid in excess of the costs actually incurred shall be reimbursed by the ACC to MPC within thirty (30) days after receipt by the ACC of notice thereof.

#### **6.5. Withholding Payment**

- (a) MPC may by giving written notice to the ACC, and without prejudice to any other rights MPC may have under this Agreement, withhold payments to the ACC under this Agreement, upon the occurrence and continuance of any of the following events:
  - (i) the ACC 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 MPC, 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 ACC to deliver the Services to the satisfaction of MPC.
- (b) The ACC may apply to MPC, 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. MPC'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 ACC in the course of this Agreement shall be the absolute property of MPC throughout their preparation and at all times thereafter. MPC shall have the sole and exclusive right, title and ownership to the documents.
- (b) The ACC shall deliver all the plans, statistics and supporting records or material compiled or prepared in the course of this Agreement to MPC upon the Contract Expiry Date or earlier termination of this Agreement. The ACC shall not use any information in the documents for purposes unrelated to this Agreement without the prior written consent of MPC save and except where the same is required by law or any other regulatory authority or for the purposes of the ACC's quality performance review processes.
- (c) The ACC 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 MPC.
- (d) MPC 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's Representative**

- (a) Any dispute between the Parties in respect of any matter under this Agreement (except in relation to MPC exercising its sole discretion under this Agreement) which are not capable of being amicably resolved between the Parties may be referred to the appointed MR.
- (b) The MR 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 ACC:

- (i) fail to receive a decision from the MR within seven days (7) days after being requested to do so; or
- (ii) is dissatisfied with any decision of the MR.

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 MPC 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 MPC; and
  - (iii) one (1) representative appointed by the ACC.
- (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 ACC's employment under this Contract, or abandonment of the Project, unless with the written consent of MPC and the ACC.

- (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 MPC and the ACC upon agreement shall appoint another person to act as the arbitrator, and in the event MPC and the ACC 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 MR may at any time instruct the ACC to suspend part or all of the Services by the giving the ACC due notice in writing.
- (b) Upon receipt of such instruction, the ACC 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 ACC 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 MR may instruct the ACC to resume the Services at any time thereafter. Upon receipt of such instruction the ACC shall resume the Services and the parties shall jointly examine the Services affected by the suspension. The ACC shall make good any deterioration or defect in or loss of the Services which has occurred during the suspension. The ACC shall also take all necessary actions to mitigate the expenses incurred.

## **9.2. Extension of Time**

- (a) If the ACC 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 ACC, the ACC shall give notice for extension of time. PROVIDED THAT the ACC shall not be entitled to such extension if the suspension is due to a cause attributable to the ACC and the ACC shall not be entitled to payment of loss and expenses if the ACC-
  - (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 MPC and the ACC 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 MPC has given written notice of withholding of payments to the ACC under this Agreement, MPC may by written notice to the ACC terminate this Agreement.

### **10.2. Default by the ACC**

- (a) In the event the ACC 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 MPC shall give notice in writing to the ACC specifying the default and requiring the ACC to remedy such defaults within fourteen (14) days from the date of such notice. If the ACC fails to remedy the relevant default within such period or such other period as may be determined by MPC, MPC 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 ACC goes into liquidation or a receiver is appointed over the assets of the ACC or the ACC 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 ACC's director is prosecuted for any offences; or
  - (iii) any other condition which has arisen, which in the opinion of MPC, interferes or threatens to interfere with the successful carrying out of the Services or the accomplishment of the purposes of this Agreement,

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

#### **10.4. Consequences of Termination by MPC**

- (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 ACC shall hence forth –
  - (i) cease all the Services;



- (ii) submit to MPC the detailed reports of the costs of the Services and other payments which has become due and owing from MPC prior to the termination for verification and approval by MPC;
  - (iii) at no cost, hand over all plans, drawings, reports, records, documents, specifications and similar materials to MPC 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 ACC may provide; and
  - (iv) allow a third party to enter into an agreement with the MPC or any person deemed necessary by the MPC for the purpose of carrying out or completing the Services.
- (c) MPC shall hence forth –
  - (i) be entitled to claim against the ACC 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 ACC shall pay MPC all cost and expenses incurred by MPC in completing the Services in excess of the costs and expenses which would have been paid to the ACC 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 ACC**

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

#### **11.1. Consequences of Termination by the ACC**

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

- (a) MPC shall, after receiving the detailed reports of the costs of the Services and other payments which has become due and owing to the ACC, pay the ACC all costs incurred in accordance with this Agreement.
- (b) The ACC shall –
  - (i) cease to provide the Services to MPC;
  - (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 ACC, its employees, servants and agents and make good all damage caused by such removal or such detachment; and
  - (iii) at no cost, deliver to MPC all documents relevant to the Project as are in the possession of the ACC who shall be permitted to retain copies of any documents so delivered to MPC.
- (c) FOR THE AVOIDANCE OF DOUBT, the Parties hereby agree that the ACC 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, MPC may terminate this Agreement by giving not less than fourteen (14) days notices to that effect to the ACC (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 ACC 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 ACC 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 MPC 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 MPC, if the ACC, 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 ACC may have with MPC, MPC shall be entitled to terminate this Agreement at any time by giving immediate written notice to that effect to the ACC.
- (b) Upon such termination –
  - (i) clauses 10.4(b) and (c) shall apply; and
  - (ii) MPC shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by MPC 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 ACC 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 MPC shall be confined only to the payment as are clearly and expressly stated in the above.

- (b) On suspension or termination, the ACC shall be paid all fees and expenses commensurate with the Services performed by the ACC 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 ACC shall within the period specified under item 8 in Appendix 6 of this Agreement submit to the MR 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 MR 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 ACC 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 ACC 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 ACC 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 MR 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 MR 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 ACC shall restore such Services to what it was immediately prior to the occurrence of that Event of Force Majeure at its own expenses. Whereas a result of such restoration the ACC is able to demonstrate that it has incurred substantial costs affecting the Services, the ACC may apply to MPC for such remedies to enable the Company to recover the costs of such restoration.

#### **15.7. Insurance**

Notwithstanding any other Clause, the ACC 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 MPC or the ACC, 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 ACC 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 ACC shall comply with relevant policies, procedures and regulations of MPC 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 ACC or with the ACC's authority in the newspaper, magazine or in any forms of advertisement without prior written approval of MPC.

## **23.0 TIME**

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

## **24.0 COSTS AND STAMP DUTY**

The ACC 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 ACC and Personnel, including any expatriate personnel and/or foreign Associated ACC(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) MPC shall deduct tax from all payments due to any expatriate personnel and/or foreign Associated ACC(s) at the rate prescribed under the withholding tax laws in effect in Malaysia.

- (c) MPC agrees to reimburse the foreign Associated ACC(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 MR and ACC 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 MPC and shall be made available at all reasonable times for the inspection of the ACC. The duplicate copy shall be kept by the ACC.

## **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 )

ALPHA CATALYST CONSULTING )

SDN. BHD. )

in the presence of:

  21/7/20  
.....  
(Name, Designation & Department's Seal)  
Dr Suraya Sulaiman, Director  
ALPHA CATALYST CONSULTING SDN. BHD.  
(Co. Reg. No. 1019430-B)

  
.....  
Name: Azim Pawanchik  
NRIC: 700622075419

SIGNED for and on behalf of )

MALAYSIA PRODUCTIVITY )

CORPORATION )

in the presence of:

  
.....  
(Dato' Abdul Latif Haji Abu Seman  
Director General  
Malaysia Productivity Corporation (MPC)

  
.....  
Name: Datin Roseleena Hashim  
NRIC: 650318035284

## APPENDIX 1

### APPENDIX 1: TERMS OF REFERENCE

#### KAJIAN IMPAK PELAKSANAAN PROGRAM KEUSAHAWANAN INSTITUSI PENDIDIKAN TINGGI

##### 1.0 LATAR BELAKANG

- 1.1 Pemerkasaan kebolehpasaran graduan melalui keusahawanan bukan perkara baharu yang diperkenalkan oleh Kementerian Pendidikan Malaysia (KPM). Agenda ini telah diperkenalkan melalui dasar dan pelan pembangunan keusahawanan seperti Dasar Pembangunan Keusahawanan Institusi Pendidikan Tinggi, Pelan Strategik Keusahawanan Institusi Pengajian Tinggi 2013-2015, Pelan Pembangunan Pendidikan Malaysia 2015-2025 (Pendidikan Tinggi) dan Pelan Tindakan Keusahawanan Institusi Pendidikan Tinggi 2016-2020.
- 1.2 Pelan Pembangunan Pendidikan Malaysia 2015-2025 (Pendidikan Tinggi) atau PPPM(PT) menggariskan 10 lonjakan utama dalam usaha untuk mewujudkan sistem pendidikan tinggi yang terbaik bagi membolehkan Malaysia bersaing di peringkat global. Selaras dengan aspirasi PPPM(PT) untuk menyemai minda keusahawanan ke dalam seluruh sistem pendidikan tinggi dan mewujudkan sistem pendidikan yang mampu melahirkan graduan bercirikan keusahawanan dan menjadi penjana pekerjaan, serta memastikan kemampanan kewangan Institusi Pendidikan Tinggi (IPT) negara, Kementerian Pendidikan Tinggi (KPT) memperkenalkan Pelan Tindakan Keusahawanan IPT 2016- 2020.
- 1.3 Pelan Tindakan ini merupakan kesinambungan Dasar Pembangunan Keusahawanan IPT yang diperkenalkan oleh KPT pada tahun 2010 dan Pelan Strategik Keusahawanan IPT 2013-2015. Dirangka berasaskan pencapaian, cabaran dan keperluan semasa, Pelan Tindakan ini memfokuskan kepada empat (4) inisiatif utama berdasarkan dua (2) strategi di bawah Lonjakan 1 PPPM(PT) dengan mekanisme pengukuran dan sasaran masing-masing bagi tempoh 2016 hingga 2020.

- 1.4 ACC telah menerima surat pelawaan daripada Kementerian Pendidikan Malaysia (KPM) untuk mengemukakan kertas cadangan bagi Kajian Impak Pelaksanaan Program Keusahawanan Institusi Pendidikan Tinggi bertarikh 9 Ogos 2019. Berdasarkan kertas cadangan yang dikemukakan, ACC telah terpilih sekali lagi untuk menjalankan kajian tersebut melalui surat tawaran bertarikh 18 September 2019.
- 1.5 Sehubungan dengan itu, MPC berhasrat untuk melantik pihak Alpha Catalyst Consulting memandangkan pengalaman menjalankan kajian yang sama pada tahun 2015. Hasil kajian tersebut telah dibentangkan dan diterima oleh Kementerian Pendidikan Malaysia sebagai input dalam membangunkan Pelan Tindakan Keusahawanan 2016-2020.

## **2.0 OBJEKTIF KAJIAN**

- 2.1 Objektif utama kajian adalah untuk mengkaji keberkesanan inisiatif di bawah Pelan Strategik Keusahawanan IPT dan memperincikan hala tuju pelan strategik yang baharu melalui analisis kritikal terhadap penerimaan dan prestasi semasa, isu, cabaran dan jurang serta impak kepada pewujudan ekosistem kondusif komuniti.

## **3.0 SKOP KAJIAN**

- 3.1 Skop bagi Kajian Impak Pelaksanaan Program Keusahawanan Institut Pendidikan Tinggi (IPT) adalah seperti berikut:
  - i. Menganalisis senario semasa inisiatif keusahawanan IPT di Malaysia;
  - ii. Membuat analisa kritikal terhadap keberkesanan polisi semasa dan polisi yang bakal dibentuk (pelan keusahawanan dan dasar keusahawanan yang dibangunkan oleh kementerian/agensi lain dan yang sedang berkuat kuasa) serta sasaran petunjuk prestasi utama (KPI) yang telah ditetapkan melalui dasar/polisi tersebut ke atas pembangunan usahawan di IPT;
  - iii. Membuat analisa kritikal terhadap keberkesanan pewujudan dan peranan institusi yang terlibat dalam pembangunan keusahawanan di IPT;
  - iv. Isu dan cabaran serta jurang Pelan Tindakan Keusahawanan sedia ada;

- v. Menanda aras pelaksanaan inisiatif keusahawanan IPT di negara-negara terpilih; dan
- vi. Perincian penambahbaikan dan hala tuju inisiatif keusahawanan dalam sektor pendidikan di Malaysia.

#### **4.0 JANGKAAN DAPATAN KAJIAN**

##### **4.1 Dapatan kajian akan digunakan sebagai:**

- i. input dalam mewujudkan satu pelan tindakan baharu berkaitan keusahawanan dalam sektor pendidikan dan membantu menyumbang kepada peningkatan kebolehpasaran graduan;
- ii. input dalam mewujudkan visi dan aspirasi yang jelas bagi menentukan hala tuju agenda keusahawanan dalam sektor pendidikan selaras dengan perubahan dasar dan ekosistem kerajaan baharu.

##### **4.2 Di samping itu juga, dapatan daripada kajian boleh digunakan bagi menggariskan program transformasi/intervensi yang bersesuaian dalam menambah baik agenda keusahawanan dalam sektor pendidikan negara.**

#### **5.0 TEMPOH KAJIAN**

##### **5.1 Tempoh pelaksanaan kajian adalah dalam tempoh enam (6) bulan bermula 1 Oktober 2019 – 31 Mac 2020.**

##### **5.2 Bagi memastikan maklumat yang diperoleh dalam pelaksanaan kajian sentiasa relevan dalam membantu pihak Kementerian membuat keputusan dan pertimbangan, dapatan kajian perlu dibentangkan kepada KPM mengikut peringkat pelaksanaan kajian seperti berikut:**

###### **(i) Laporan Awal (Inception Report)**

Dikemukakan dan dibentangkan kepada Jawatankuasa Teknikal Dana Penyelidikan KPM sebelum kajian dilaksanakan dan antara lain mempunyai butiran-butiran berikut:

- (a) Pengenalan, pernyataan masalah kajian dan isu;
- (b) Penemuan awal (*preliminary findings*);
- (c) Metodologi/instrumen pengumpulan data;

- (d) Strategi pensampelan;
- (e) Limitasi kajian; dan
- (f) Lampiran
  - Draf soal selidik kajian dan garis panduan
  - Senarai cadangan kandungan laporan merangkumi pengenalan, metodologi/instrumen pengumpulan data, analisis data, perbandingan antarabangsa, kesimpulan beserta syor penambahbaikan.

**(ii) Laporan interim**

Dikemukakan dan dibentangkan kepada Jawatankuasa Teknikal Dana Penyelidikan KPM selepas tiga (3) bulan kajian dilaksanakan dan antara lain mempunyai butiran-butiran berikut:

- (a) Pengenalan, pernyataan masalah kajian dan isu;
- (b) Metodologi/instrumen pengumpulan data;
- (c) Penemuan terkini (kemajuan pelan kajian termasuk aktiviti yang dilaksanakan);
- (d) Perkembangan ke arah menyalapkan kajian;
- (e) Sebarang isu dalam melaksanakan kajian/memenuhi jadual kerja; dan
- (f) Lampiran
  - Isi kandungan laporan (*table of contents*) bagi draf laporan akhir.

**(iii) Draf Laporan Akhir**

Dikemukakan dan dibentangkan kepada Jawatankuasa Pemandu Dana Penyelidikan KPM selepas 80% kajian selesai dilaksanakan dan antara lain mempunyai butiran-butiran berikut:

- (a) Pengenalan, pernyataan masalah kajian dan isu;
- (b) Metodologi/instrumen pengumpulan data;
- (c) Analisis data (hasil penemuan kajian);
- (d) Perbandingan antarabangsa; dan
- (e) Kesimpulan beserta syor penambahbaikan.

**(iv) Laporan Akhir**

Dikemukakan dan dibentangkan kepada Jawatankuasa Pemandu Dana Penyelidikan KPM selepas pemurnian dibuat dan antara lain mempunyai butiran-butiran berikut:

- (a) Pengenalan, pernyataan masalah kajian dan isu;
- (b) Metodologi/instrumen pengumpulan data;
- (c) Analisis data (hasil penemuan kajian);
- (d) Perbandingan antarabangsa; dan
- (e) Kesimpulan beserta syor penambahbaikan.

Walaupun bagaimanapun, dalam kes-kes yang tertentu, pihak Kementerian berhak untuk memanggil pasukan penyelidik untuk membuat pembentangan dalam mana-mana mesyuarat lain yang dipengerusikan oleh YB Menteri / YB Timbalan Menteri / Ketua Setiausaha / pegawai-pegawai tertinggi KPM yang lain pada bila-bila masa yang diperlukan.

## **6.0 PEMBAYARAN MENGIKUT PERINGKAT KEMAJUAN KAJIAN**

### **6.1 Pembayaran seperti berikut:**

- (i) **Bayaran pertama (10% daripada kos yuran penyelidik):** Proses penyaluran bayaran pertama dibuat selepas Laporan Awal (/nception) kajian dibentangkan kepada Mesyuarat Jawatankuasa Teknikal Dana Penyelidikan KPM;
- (ii) **Bayaran kedua (40% daripada kos yuran penyelidik):** Proses penyaluran bayaran kedua dibuat selepas Laporan Interim kajian dibentangkan kepada Mesyuarat Jawatankuasa Teknikal Dana Penyelidikan KPM;
- (iii) **Bayaran ketiga (20% daripada kos yuran penyelidik):** Proses penyaluran bayaran ketiga dibuat selepas Draf Laporan Akhir dibentangkan kepada Mesyuarat Jawatankuasa Pemandu Dana Penyelidikan KPM; dan
- (iv) **Bayaran akhir (30% daripada kos yuran penyelidik):** Proses penyaluran bayaran akhir dibuat selepas penyerahan Laporan Akhir Kajian dalam bentuk salinan cetak (*hardcopy*) dan digital (*softcopy*).

### **6.2 Kos Imbuhan Balik (IB) adalah lain-lain perbelanjaan (selain daripada yuran penyelidik) yang dibuat oleh pasukan penyelidik mengikut perbelanjaan sebenar dan adalah tertakluk kepada syarat-syarat berikut:**

- (i) butiran dan kadar bayaran kos IB hendaklah berpatutan dan tuntutan hendaklah dikemukakan dengan resit/bil; dan

- (ii) butiran dan kadar IB tidak melebihi sebagaimana yang ditetapkan di Lampiran 51 dalam Manual Perolehan Perkhidmatan Perunding Edisi 2011 (Pindaan Kedua) oleh Perbendaharaan Malaysia.

## **7.0 PENYERAHAN LAPORAN AKHIR KAJIAN**

**7.1** Penyerahan Laporan Akhir Kajian (selewat-lewatnya satu (1) bulan daripada tarikh pembentangan Laporan Akhir kepada Mesyuarat Jawatankuasa Pemandu Dana Penyelidikan KPM) oleh penyelidik harus meliputi perkara-perkara berikut:

- (i) 5 naskhah Laporan Akhir Kajian yang lengkap dan komprehensif dalam bentuk berkulit keras (Bahasa Melayu dan Bahasa Inggeris). Laporan tersebut juga perlu mengandungi Abstrak dan Rumusan Eksekutif;
- (ii) Laporan Akhir Kajian dalam bentuk softcopy (CD/Pendrive) dan dalam bentuk MS Word; dan
- (iii) Abstrak dan Monograf kajian dalam bentuk softcopy dan dalam bentuk MS Word.

## **8.0 PELAKSANAAN KAJIAN (DITETAPKAN OLEH KPM)**

- 8.1** Bilangan ahli pasukan penyelidik tidak boleh melebihi enam (6) orang penyelidik (termasuk Ketua Penyelidik). Sekiranya lebih daripada enam (6) orang penyelidik diperlukan dalam pasukan, ketua penyelidik perlu mengemukakan permohonan rasmi untuk pertimbangan Mesyuarat Jawatankuasa Pemandu Dana Penyelidikan KPM.
- 8.2** Pembelian peralatan/aset ICT seperti komputer (*desktop*), komputer riba (*laptop*), camcorder, kamera digital, printer, scanner dan sebagainya oleh penyelidik untuk tujuan pelaksanaan kajian adalah tidak dibenarkan. Walau bagaimanapun, dalam kes-kes tertentu, sekiranya peralatan/aset ICT sangat diperlukan dan dibeli menggunakan peruntukan dana penyelidikan EPS, peralatan/aset tersebut akan menjadi hak milik KPM dan penyelidik perlu mengembalikan peralatan/aset tersebut kepada BPPD, KPM selepas kajian



selesai dilaksanakan. KPM akan membuat keputusan sama ada aset/peralatan tersebut perlu diuruskan oleh Penyelidik.

8.3 Penawaran dana penyelidikan ini juga tidak termasuk kos perjalanan ke luar negara atau penyertaan dalam persidangan/seminar dalam atau luar negara kecuali bagi tujuan lawatan penandaarasan (*benchmarking visit*) sahaja dan setelah dipersetujui oleh Mesyuarat Jawatankuasa Pemandu Dana Penyelidikan KPM.

8.4 Ketua Penyelidik adalah bertanggungjawab untuk memastikan perbelanjaan untuk kajian dibuat secara berhemah dan mematuhi peraturan Kewangan Kerajaan yang sedang berkuat kuasa. Sehubungan itu, laporan-laporan kajian yang dikemukakan kepada KPM hendaklah disertakan dengan perincian laporan prestasi perbelanjaan peruntukan kajian itu.

#### **9.0 HAK MILIK KE ATAS LAPORAN KAJIAN, REKOD-REKOD DAN DOKUMEN YANG BERKAITAN**

9.1 Semua laporan dan data yang berkaitan seperti peta, rajah, lukisan, statistik dan rekod atau bahan yang dikumpulkan atau disediakan dalam tempoh kajian ini adalah sulit dan hendaklah menjadi harta milik KPM dan MPC sepanjang masa pelaksanaan kajian dan selepas kajian selesai dilaksanakan.

9.2 Pihak penyelidik tidak boleh bertindak atau melakukan sebarang penyebaran hasil kajian ini tanpa mendapat kebenaran secara bertulis daripada KPM dan MPC.

#### **10.0 TINDAKAN TATATERTIB**

10.1 MPC berhak mengambil tindakan tatatertib yang bersesuaian ke atas penyelidik dan/atau institusi yang telah melanggar syarat-syarat sebagaimana yang termaktub dalam Garis Panduan Dana Penyelidikan EPS dan Terma Rujukan ini.

10.2 Sekiranya penyelidik tidak dapat menamatkan kajian sebagaimana yang dipersetujui, MPC berhak mengambil tindakan tatatertib yang bersesuaian

termasuk tetapi tidak terhad kepada (*including but not limited to*) perkara-perkara berikut:

- a. Peruntukan penyelidikan kajian dihentikan dan keputusan ke atas baki peruntukan yang masih belum digunakan oleh penyelidik akan ditentukan oleh Mesyuarat Jawatankuasa Pemandu Dana Penyelidikan KPM; dan/atau
- b. Surat Tunjuk Sebab akan dihantar kepada penyelidik; dan/atau
- c. Penyelidik di senarai hitam daripada projek/kajian lain yang ditawarkan oleh KPM untuk tempoh tiga (3) tahun.

#### **11.0 NOTIS KELEWATAN OLEH PIHAK PENYELIDIK**

- 11.1 Sekiranya penyelidik menghadapi kelewatan dalam pelaksanaan kajian, pihak penyelidik hendaklah dengan segera memaklumkan kepada MPC secara bertulis dengan menyatakan sebab-sebab kelewatan tersebut dan memohon pelanjutan tempoh yang sesuai bagi menyempurnakan kajian. Sebarang pelanjutan tempoh akan hanya terpakai sekiranya diluluskan oleh Mesyuarat Jawatankuasa Pemandu Dana Penyelidikan KPM atau Mesyuarat Jawatankuasa Teknikal Dana Penyelidikan KPM melalui MPC.

## **APPENDIX 2**

### **APPENDIX 2: TECHNICAL DOCUMENTS FOR PROJECT IMPLEMENTATION**

1. Entrepreneurship Centers Survey
2. Lecturers Survey
3. Current Students Survey
4. Alumni & Startups Survey

## APPENDIX 3

## APPENDIX 3: LETTER OF ACCEPTANCE

[Please refer to the Letter of Acceptance dated 24 September 2019]

## LAMPIRAN 3

## BORANG AKUAN SETUJU TERHA PELAKSANAAN KAJIAN

Kepada:  
Unit Penyelidikan dan PPRN  
Bahagian Perancangan dan Penyelidikan Dasar  
Kementerian Pendidikan Malaysia  
No. Tel: 03-8870 5101/5008  
Email: [kader.singh@kpm.gov.my](mailto:kader.singh@kpm.gov.my) / [balid.vanuatama@kpm.gov.my](mailto:balid.vanuatama@kpm.gov.my)

1. Saya, Sugumar Saminathan  
(nama penuh penyidik) (No KP 65221102...532.2...) telah menerima tawaran untuk melaksanakan Kajian Angket Pelaksanaan Program Keseluruhanan Insentif Pendidikan Tinggi daripada Kementerian Pendidikan Malaysia melalui surat Rajuan: KPM/003-2/1/7( ) bertarikh 24 September 2019 dan bersetuju / tidak bersetuju untuk melaksanakan kajian tersebut dengan kos sebanyak RM488,198.74 (juran penyidik dan kos imbuhan balik sebanyak RM348,639 dan SST (6%) sebanyak RM34,616.74)

2. Saya akan mematuhi segala terma rujukan kajian ini yang dinyatakan di Lampiran 1 dalam Surat Tawaran dan akan menyerahkan kajian dalam tempoh yang ditetapkan iaitu, mulai 1 Oktober 2019 sehingga 31 Mac 2020.

(Tandatangan Ketua Penyelidik)

Nama Penuh : Sugumar Saminathan  
Tarikh : 23/9/19



Disahkan oleh pihak berkuasa yang ditetapkan oleh Institut (Makl. Canselor / Ketua Pengarah):

(Tandatangan Ketua Penyelidik)  
Nama Penuh : DATO' ABDUL KADAR  
Tarikh : 24/9/19  
\* petang atau yang tidak berkaitan

(Cap Rujukan)



## APPENDIX 4

### APPENDIX 4: DELIVERABLES

1. Dapatan kajian akan digunakan sebagai:
  - i. input dalam mewujudkan satu pelan tindakan baharu berkaitan keusahawanan dalam sektor pendidikan dan membantu menyumbang kepada peningkatan kebolehpasaran graduan;
  - ii. input dalam mewujudkan visi dan aspirasi yang jelas bagi menentukan hala tuju agenda keusahawanan dalam sektor pendidikan selaras dengan perubahan dasar dan ekosistem kerajaan baharu.
2. Di samping itu juga, dapatan daripada kajian boleh digunakan bagi menggariskan program transformasi/intervensi yang bersesuaian dalam menambah baik agenda keusahawanan dalam sektor pendidikan negara.
3. Laporan yang perlu disediakan oleh penyelidik adalah seperti berikut:
  - i. Laporan Awal (Inception report)
  - ii. Laporan Interim
  - iii. Draf Laporan Akhir
  - iv. Laporan Akhir

## APPENDIX 5A

## APPENDIX 5A: SUMMARY OF TOTAL CONSULTING COST

Bil.	Perkara	Jumlah (RM)
<b>(1) Yuran Perunding</b>		
A.	Kakitangan Ikhtisas	336,150
B.	Kakitangan Separa Ikhtisas	102,900
<b>JUMLAH (1)</b>		<b>439,050</b>
<b>(2) Cukai Perkhidmatan &amp; Jualan (SST), 6%</b>		26,343
<b>JUMLAH (2)</b>		<b>26,343</b>
<b>(3) Kos Imbuhan Balik</b>		
i.	Tiket Penerbangan Tempatan/Antarabangsa	12,000
ii.	Lain-lain Perbelanjaan Berkaitan Dengan Perjalanan termasuk Teksi	3,000
iii.	Tuntutan Perjalanan Kenderaan ( <i>Mileage Claims</i> )	30,000
iv.	Elaun Penginapan dan Sara Hidup	11,640
v.	Kos Perhubungan	4,500
vi.	Kos Dokumentasi Dan Penyediaan Laporan	15,000
vii.	Kos Bagi Menjalankan Kajian Selidik	28,900
viii.	Kos Pembangunan Produk & Analisis Data	45,000
<b>JUMLAH (2)</b>		<b>150,040</b>
<b>JUMLAH KESELURUHAN KOS PERUNDING (1)+(2)+(3)</b>		<b>615,433</b>

## APPENDIX 5B

## APPENDIX 5B: CONSULTING FEES AND REIMBURSABLE COST

## 5B1: Consulting Fees

No.	Researchers	Status	Experience (Year)	GP (RM)	IM	FP	Total Fee (RM)
A) RESEARCHERS' PROFESSIONAL FEE							
1	Dr Suraya Sulalman	Permanent	24	12,000	6	2.7	194,400
2	Azim Pawanchik	Permanent	24	12,000	2	2.7	64,800
3	Azmel Pharny	Permanent	17	9,500	3	2.7	76,950
TOTAL (I)							336,150
B) RESEARCH ASSISTANTS' FEE							
1	Mallek Aminullah	Permanent	3	3,500	5	2.1	36,750
2	Nabilah Salleh	Permanent	4	3,500	5	2.1	36,750
3	Lee Ye Min	Permanent	2	3,500	4	2.1	29,400
TOTAL (II)							102,900
PROFESSIONAL FEE GRAND TOTAL: (I) + (II)							439,050

## 5B2: Reimbursable Cost

Items	Total
Airfare (as per bill)	12,000
Sabah (RM1,000 x 3 pax)	3,000
Sarawak (RM1,000 x 3 pax)	3,000
Semenanjung (4 negeri x 3 pax x RM500)	6,000
Accommodation & Subsistence (as per bill)	11,640
Accommodation (Peninsular) (4 visits x 2 nights x 3 pax)	6,000
Accommodation (Sabah/Sarawak) (2 visits x 2 nights x 3 pax)	3,240
Subsistence (Peninsular) (RM60.00 x 2 hari x 4 negeri x 3 pax)	1,440
Subsistence (Sabah/Sarawak) (RM80.00 x 2 hari x 2 negeri x 3 pax)	960
Mileage (as per bill)	30,000
Taxi Fare/ GRAB Car (as per bill)	3,000
Office Operating Cost	4,500
Telephone, Fax, Courier charge (RM750.00 x 6 months)	
Questionnaire/ Interview session	28,900
Questionnaire (RM12.00 per questionnaire X 2,000)	24,000
Ketua penemuduga (RM2,500 per month X 1 month)	2,500
Penemuduga (RM1,200 per month x 2 months)	2,400
Product development & data analysis (as per bill)	45,000
Report (as per bill)	15,000
Inception, Interim, final draft, final report	
<b>TOTAL</b>	<b>150,040</b>

**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 October 2019
2.	3.1	Contract period	Six (6) months
3.	3.1	Contract Expiry date	31 March 2020
4.	3.2(b)	Period for negotiation of the terms and condition for extension of the contract period	One (1) month prior to Contract Expiry Date
5.	1.1(c), 5.12(c), 6.1(a) & 8.1(a)	Malaysia Productivity Corporation's Representative (MR)	Director of Productivity and Competitiveness Development (PCD) Division
6.	6.2(b)	Period for Malaysia Productivity Corporation to give decision	Seven (7) days
7.	6.4(c)	ACC's bank account details for purposes of payment	Name: Alpha Catalyst Consulting Sdn. Bhd. Account No: 800 091 0807 Bank Address: CIMB Bank, No 21, Lorong Ara Kiri 1, Lucky Garden, Bangsar, 59100, Kuala Lumpur SWIFT Code: CIBBMYKL035
8.	14(d)	Period for ACC to submit statement of final account for the Services and supporting documentation to MR	One (1) month from the date of suspension or termination
9.	14(e)	Period for MR to verify the statement of account and supporting documentation.	One (1) month from the date of receipt from the ACC
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)	RM100.00/day
11.	17(a)	a) <u>For the Malaysia Productivity Corporation</u>	a) Official Designation: Nurul Syamimi binti Ismail, Penolong Pengurus Address: Malaysia Productivity Corporation, A-06-01, Blok A. PJ8, No.23, Jalan Barat, Seksyen 8, 46050 Petaling Jaya, Selangor Fax No.: 03-7960 0211 Tel. No.: 03-7960 0173 Email: <a href="mailto:svamimi@mpc.gov.my">svamimi@mpc.gov.my</a>

Item	Clause of Agreement	Description	Remarks
		b) <u>For the Alpha Catalyst Consulting Sdn. Bhd.</u>	b) Name of Firm: Alpha Catalyst Consulting Sdn. Bhd. Address: Level 36, Menara Maxis, Kuala Lumpur City Centre, 50088 Wilayah Persekutuan Kuala Lumpur Fax No.: - Tel No.: 03- 2615 0133 Email: <u>suraya@alphacatalyst.com</u>

## APPENDIX 7

## APPENDIX 7: SERVICES IMPLEMENTATION SCHEDULE

Garis masa pelaksanaan kajian adalah seperti berikut:

Bil.	Aktiviti	1	2	3	4	5	6
1.	Perincian skop kajian dan penjelasan kajian termasuk mengenalpastian set data dan metodologi kajian						
2.	Penandarasan ( <i>benchmarking</i> ), temuduga dan pembangunan borang kaji selidik						
3.	Pembentangan Laporan Awal ( <i>Inception Report</i> )						
4.	Sesi libat urus dan sesi perbincangan bersama pihak-pihak berkepentingan/ pemegang taruh ( <i>stakeholders</i> )						
5.	Temuduga dan analisis data						
6.	Pemetaan inisiatif kerajaan (Kementerian/Agensi) dan program-program keusahawanan sedia ada						
7.	Penjajaran dengan Dasar Keusahawanan Negara 2030 dan lain-lain dasar kerajaan						
8.	Pembentangan Laporan Interim						
9.	Cadangan penambahbaikan						
10.	Pembentangan Laporan Akhir						
11.	Penghantaran Laporan Akhir ( <i>hardcopy</i> dan <i>softcopy</i> )						

**APPENDIX 8****APPENDIX 8: ACC'S AND ALPHA CATALYST CONSULTING'S (ACC)  
PERSONNEL**

<b>Bil</b>	<b>Nama Pasukan (Tempatan / Asing –nyatakan nama Negara asing)</b>	<b>Umur</b>	<b>Tempoh Pengalaman Bekerja (Tahun)</b>	<b>Jenis Kakitangan (Pemilik/ Rakan Kongsi/ Ikhtisas/ Separa Ikhtisas?)</b>	<b>Status Kakitangan (Tetap/ Sementara*)</b>
1.	Dr Suraya Sulaiman	49	24	Pemilik (ACC)	Tetap
2.	Azim Pawanchik	49	24	Pemilik (ACC)	Tetap
3.	Azmel Pharmy	45	17	Ikhtisas (ACC)	Tetap
4.	Mallek Aminullah	25	3	Ikhtisas (ACC)	Tetap
5.	Nabilah Salleh	25	4	Ikhtisas (ACC)	Tetap
6.	Lee Ye Min	24	2	Ikhtisas (ACC)	Tetap

**APPENDIX 9**

**APPENDIX 9: ACC'S AND ALPHA CATALYST CONSULTING'S (ACC)  
PERSONNEL TIME INPUT SCHEDULE  
(IF APPLICABLE)**

<b>Bil</b>	<b>Team Members</b>	<b>Time Input (months)</b>
1	Dr Suraya Sulaiman	6
2.	Azim Pawanchik	2
3.	Azmel Phamy	3
4.	Mallek Aminullah	3
5.	Nabilah Salleh	4
6.	Lee Ye Min	2

## APPENDIX 10

## APPENDIX 10: ACC'S SERVICES TAX LICENSE



JABATAN KASTAM DIRAJA MALAYSIA  
 DEPARTMENT OF CUSTOMS MALAYSIA  
 CAHANGSIAN PENGUATKUASAAN PENDAFTARAN SST,  
 ARAS 4 BLOK A, MENARA TULUN,  
 NO.22, PERKARANGAN PERDANA, STRAIT 2,  
 61000 PUTRAJAYA.

Telefon  
 Faksimili  
 Laman Web  
 E-Mel

03-88701100 / 1-800-888-500  
 03-88702111  
<https://www.majlis.customs.gov.my>  
[acc@customs.gov.my](mailto:acc@customs.gov.my)



ALPHA CATALYST CONSULTING SDN BHD  
 LVL 36, MENARA MANIS, KLCC,  
 MUIA  
 50088 KUALA LUMPUR.

No. Kuch  
 Tarikh  
 No. Daftar CP  
 Sistem Menganalisis : Kuala Lumpur  
 W10-1808-38005245  
 06/06/2018  
 W10-1808-31605245

Tuan/Puan,

#### SELALUHAN PENDAFTARAN DI BAWAH SEKSYEN 28 AKTA CUKAI PERKHIDMATAN 2018

Perkara di atas dijangka.

Tuan/Puan telah didaftarkan di bawah Akta Cukai Perkhidmatan 2018 dan maklumat akaun pendaftaran tuan adalah seperti berikut:

Tarikh Permohonan	: 01/05/2018
Tarikh Menerima Pendaftaran	: 01/05/2018
Akaun Pendaftaran	: Akaun Bayaran
Tampon Berukut	: Satu Bilan
Tampon Berukut Pertama	: 01/05/2018 sehingga 30/06/2018
Tarikh Akhir Mengeksekusi Perayatan dan Bayaran	: 31/06/2018
Tampon Berukut Kedua	: 01/07/2018 sehingga 30/07/2018
Tarikh Akhir Mengeksekusi Perayatan dan Bayaran	: 31/07/2018
Tampon Berukut Berikutan	: Setiap Dua Bilan
Tarikh Akhir Mengeksekusi Perayatan dan Bayaran	: Huri terakhir bulan berikutan
	: setelah semua tampon berukut.

Sistem Menganalisis & Akaun

Sistem Kuala Lumpur  
 Kompleks Kastam WPKL  
 22, Jalan SS 6/3 Kelana Jaya  
 47301 Petaling Jaya

Sebagai orang yang telah didaftarkan di bawah Akta Cukai Perkhidmatan 2018 tuan/puan dikehendaki mematuhi terhadap Akta Cukai Perkhidmatan 2018, Peraturan- Peraturan Cukai Perkhidmatan 2018 dan mematuhi tanggungjawab yang ditetapkan oleh Ketua Pagarah seperti di LAMPIRAN I.

Tuan/Puan boleh melayari laman web MySST di tapak web [www.sgst.customs.gov.my](http://www.sgst.customs.gov.my) atau menghubungi pejabat ini seperti maklumat yang tertera di atas untuk keterangan lanjut.

Sekian, terima kasih.

"BERKHIDMAT UNTUK NEGARA"

Kerua Pengarah Kastam  
 Jabatan Kastam Diraja Malaysia

Cetakan komputer ini tidak memerlukan tandatangan.

**APPENDIX 11**

**APPENDIX 11: SCHEDULE OF PAYMENT**

**Terma Pembayaran**

- (i) **Bayaran pertama** (10% daripada kos yuran penyelidikan): Proses penyaluran bayaran pertama dibuat selepas Laporan Awal (Inception) kajian dibentangkan kepada Mesyuarat Jawatankuasa Teknikal Dana Penyelidikan KPM;
- (ii) **Bayaran kedua** (40% daripada kos yuran penyelidikan): Proses penyaluran bayaran kedua dibuat selepas Laporan Interim kajian dibentangkan kepada Mesyuarat Jawatankuasa Teknikal Dana Penyelidikan KPM;
- (iii) **Bayaran ketiga** (20% daripada kos yuran penyelidikan): Proses penyaluran bayaran ketiga dibuat selepas Draf Laporan Akhir dibentangkan kepada Mesyuarat Jawatankuasa Pemandu Dana Penyelidikan KPM; dan
- (iv) **Bayaran akhir** (30% daripada kos yuran penyelidikan): Proses penyaluran bayaran akhir dibuat selepas penyerahan Laporan Akhir Kajian dalam bentuk salinan cetak (*hardcopy*) dan digital (*softcopy*).

