

DATED

2021



SUPPLEMENTAL AGREEMENT

BETWEEN

MALAYSIA PRODUCTIVITY CORPORATION

AND

MALAYSIA AUTOMOTIVE ROBOTICS AND IoT INSTITUTE

ON

**THE IMPLEMENTATION OF INDUSTRY4WRD READINESS ASSESSMENT
PROGRAM**

THIS SUPPLEMENTAL AGREEMENT is made on 08 MAR 2021 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

MALAYSIA AUTOMOTIVE ROBOTICS AND IoT INSTITUTE (Registration No. 201001014384) a company incorporated under the Companies Act 2016 and having its principal office at Blok 2280, Jalan Usahawan 2, Cyber 6, 63000 Cyberjaya, Selangor Darul Ehsan (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 10 June 2020 (hereinafter referred to as "the Principal Agreement") entered into between MPC and **MALAYSIA AUTOMOTIVE ROBOTICS AND IoT INSTITUTE** MPC agreed to appoint **MALAYSIA AUTOMOTIVE ROBOTICS AND IoT INSTITUTE** 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 June 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 June 2020 (the "Commencement Date") and shall continue for a period of nineteen (19) 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;

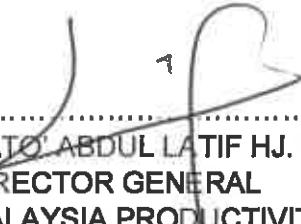
[END OF CLAUSES]

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

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

in the presence of :

) 
SALIZA SAARI
DIRECTOR
MALAYSIA PRODUCTIVITY
CORPORATION

SIGNED BY

For and on behalf of

MARII

(Company No: (201001014384))

) 
DATO' TS. MOHAMAD MADANI BIN
SAHARI
CHIEF EXECUTIVE OFFICER
MALAYSIA AUTOMOTIVE ROBOTICS
AND IOT INSTITUTE

in the presence of:

) 
EN. AZHAR BIN TAIB @ JALAL
DEPUTY CHIEF EXECUTIVE
OFFICER
MALAYSIA AUTOMOTIVE ROBOTICS
AND IOT INSTITUTE

ANNEXURE 1

APPENDIX B

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

DELIVERABLES

Bil	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 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. 6, PERSIARAN HERDANA PRESINT 2
PUSAT PENTADBIRAN KERAJAAN PEREKITUNGAN
62652 PUTRAJAYA

Tel: 03-2000 8077
Fax: 03-9052 3898
03-9052 3895
Web: www.treasury.gov.my

SULIT

Perbadanan Wang Sifat
Perbadanan Wang Sifat

Pas. Tuan : MPC(CT)100.2/1
Jml. Kurs : MPC 10K 16500-15/8/19 (20)
Tarikh : 18 Disember 2020

YBhg. Dato' Logman Matin Ali
Ketua Stafurah
Kementerian Perdagangan Antarabangsa dan Industri
Aree 28, Putra 11110
No. 1, Jalan Sultan Haji Ahmad Shah
50480 KUALA LUMPUR

No. Telefon: 03 - 6211 0536

YBhg. Dato',

PELANJUTAN TEMPORI BAGI PELANTIKAN BADAN PENILAIAN UNTUK TINJAUAN KESEDIAAN INDUSTRY4WRD (RA)

Dengan hormat, saya diarah mengajak kerajaan Perbadanan Produkifiti Malaysia (MPC), Kementerian Perdagangan Antarabangsa dan Industri (MPP) yang diuruskan melalui sistem Electronic Government Document Application (EGDA) pada 1 Disember 2020 mengenai perkara di atas. Maka dalam bantahanisme lampau MPC maktuk e-mel berwuruk 14 Disember 2020 dan 15 Disember 2020 adalah berikut:

2. Diberitahu kerajaan Kementerian Keuangan Malaysia (MoF) telah mengajak permohonan SPT untuk mengajukan tempoh sambat selama satu (1) tahun bagi enjin (6) Badan Penilaian (RA) Untuk Tinjauan Kesediaan Industri4WRD (RA) dan senarai mendakat seperti berikut:

a) mengajukan bantuan Bantuan Perchanginan (BP) bagi tahun 2019 dan tahun 2020 yang masih belum dibentangkan bagi memenuhi bantuan pelanjutan sambat sebaik sahaja yang dimulai, MPC tidak meminta Arahan Pengurusan (AP) 6.7(1) yang mencapai bahawa apapun yang telah dipungut dan dibayarkan maklum yang Shukur hendaklah dibentangkan bantuan bantuan kepada Kumpulan Wang Ditangguh setakta yang dilanjutkan bagi maklum tersebut dalam tempoh yang dibenarkan hujnya;

b) MPC tidak memahami syarat MIMOS Berhad (MIMOS) menggunakan semula Surat Setuju Terma (SST) yang telah diundangnya bantuan tempoh yang telah ditetapkan dalam SST turut selama 50 hari,

c) MPC tidak memahami Pettinggi Perbadanan (PP) / FK4.2/Perenggaran 6.1/Judul 2 yang meneupkan bahawa bantuan bantuan hendaklah diundangnya dalam contoh empat (4) dari pada Surat SST ditutupkan bagi perolehan bersama, dan

Y
SULIT

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4) MPC tidak memaklumkan perubahan tempoh pelaksanaan bagi syarikat AB berbeza dengan surat beluthum MoF tertarikh 6 April 2020 dengan tempoh pelaksanaan dalam SST yang diberlakukannya kepada syarikat AB.

3. Sehubungan itu, MPC diberikan teguran ke atas ketidakpastian seperti yang disenaraikan di peringkap 2 (a) hingga (d) di atas. Walaupun bagi memastikan perkhidmatan sediakan ada tidak terputus, MoF beretika melihatkan pentadbiran MPC untuk melaksanakan tempoh kontak selama satu (1) tahun mulai 1 Januari 2021 sehingga 31 Disember 2021 bagi syarikat (6) Order Peralihan (AB) Untuk Tingkatan Kesejahteraan Industri/TWRS (RA) dengan syarikat yang dibentuk pada (26) kepada melihatkan urang pertambahan ber kepada rancangan kontak sediakan seperti perincian di Jadual 1 berikut:

Jadual 1

NO.	NAMA SYARIKAT	NILAI KONTAK (RM)
1.	SEJIM Berhad (SEJIM)	_____
2.	MIMOS Berhad (MIMOS)	_____
3.	Malaysian Aerospace Research and Technology (MART) Sdn Bhd	_____
4.	TLV Sdn Bhd (Mynex) Sdn Bhd (TSMSS)	_____
5.	THY Technology Sdn Bhd (THY)	_____
6.	Respect Indonesia and Advanced Technology Sdn Bhd (RIAT)	_____
7.	RAFISAH Sdn Bhd (RAFISAH)	_____

4. Kekuruan di atas dituntut segera diatasi, dan berikut:

a) Penyataan bahawa Gukulam dan Syarikat Syarikat ini;

b) Semua peraturan dan tatacara kerja yang berlaku kuasa rendahnya dipastikan berkenaan;

c) MPC hendaklah mengajukan perintah tambahan dengan syarikat AB yang dibentuk pada hari ini mengikut kepentingan kerajaan empayar; dan

d) MPC hendaklah mengajukan untuk memastikan semua syarikat AB yang dibentuk pada hari ini mengikut dan memenuhi spesifikasi perkhidmatan yang ditentukan.

26

5. Bagi memastikan sebarang itu, bayaran kepada syarikat yang dibentuk, MoF juga bergetah supaya MPC diberikan pergecaian MoF untuk melaksanakan tempoh merujuk standard dalam kontak melebihi empat (4) bulan daripada wakt SST diberlakukan bagi perolehan di atas sehingga 31 Disember 2020 untuk syarikat MAR, syarikat TSMSS dan syarikat RAFTSST. Kondisi ini adalah terukur kepada syarat-syarat berikut:

a) MPC hendaklah memastikan dengancautan ia tidak akan menghalang perkhidmatan yang akan dibentuk;

