

YAYASAN PETRONAS APPLICATION FORM

REQUEST FOR PROPOSAL (RFP)

Community-Based Disaster Risk Management Initiative (CBDRM), under the Planting Tomorrow Climate Resilience (PTCR) Programme

June 2026

Please fill out all sections (**Section 1 – Section 4**) and provide a scanned copy of the requested documents when submitting this Application Form. All questions are mandatory to be answered.

SECTION 1

Applicant Details

Name of Organisation			
Registration No.	<i>ROS / ROC (SSM) / ROY / Akta Pendaftaran etc</i>		
Type of Organisation	☐ Profit Company ☐ Not-For-Profit ☐ NGO ☐ Foundation ☐ Academic Institution ☐ Social Enterprise ☐ Other		
Date of Establishment		Website	
Telephone		E-mail	
Mailing Address			
Contact Person	<i>Full Name</i>		
Designation			
Mobile		E-mail	
Has your organisation received funding from Yayasan PETRONAS (“YP”) or other organisations under PETRONAS Group of Companies or its subsidiaries? ☐ Yes (if yes, please provide details in Table A*) ☐ No			

Has your organisation received any grants or programme funding from the government or other organisation(s)?

☐ Yes (if yes, please provide details in Table A*) ☐ No

Table A: List all ongoing/ completed grants/projects below.

Client	Grant/ Project Amount (RM)	Title of Grant/Project	Period

**You may include a separate attachment if there is insufficient space*

SECTION 2

Project Details & Description

Yayasan PETRONAS ("YP") is requesting for proposals from potential Implementation Partner(s) to manage the planning, execution and monitoring of the CBDRM Programme to ensure the programme objectives are met. The objectives of the programme are as follows:

1. To strengthen community preparedness and adaptive capacity against climate-related hazards with the integration of appropriate technology;
2. To enhance community resilience through participatory risk assessment, hazard mapping, and locally driven planning; and
3. Promote sustainable, community-led disaster risk management through establishment multi-stakeholder collaboration.

The CBDRM Programme is focused on implementation in high-risk areas such as Selangor, Kedah, and the West Johor, with particular attention to vulnerable B40 communities exposed to multiple climate risks. Nonetheless, applicants may submit proposals for other states, provided that a strong, three-year justification of climate risks in the proposed area is clearly demonstrated.

Kindly indicate your capacity and capability to carry out the scope of work for the CBDRM Programme implementation as outlined in Table 1 below.

Table 1: Summary of Scope of Work

Applicant to indicate (Yes/No) in the Capacity and Capability column.

Component	Scope of Work	Applicant Capacity and Capability
Planning & Assessment	1. Conduct baseline assessment including key climate hazard (What) , vulnerability (Who) and capacity (How) assessment (HVCA) to identify high-risk communities 2. Engage local communities and relevant stakeholder to identify local risks, needs and priorities as well as obtain approval from local authorities. 3. Establish Project Working Group with local stakeholders and authorities to assist the implementation on ground and create ownership from the stakeholders through a community-centred approach.	Please answer Yes/No for each of the following states: ☐ <i>Kedah</i> ☐ <i>Selangor</i> ☐ <i>West Johor</i> ☐ <i>Others</i> _____
Implementation	1. Design and implement awareness programmes on disaster and climate risks. 2. Conduct capacity building and training, including Training of Trainers (ToT), simulation exercises, and emergency response training. 3. Develop Community-Based Hazard Maps (CBHM) 4. Establish and operationalise early warning systems (EWS) and response mechanisms. 5. Support preparedness tools (e.g. grab bags, 72-hour kits, evacuation plans).	Please answer Yes/No for each of the following states: ☐ <i>Kedah</i> ☐ <i>Selangor</i> ☐ <i>West Johor</i> ☐ <i>Others</i> _____
Monitoring & Evaluation	1. Measure and monitor improvements on preparedness, response capacity, and intervention outcomes. 2. Conduct baseline and impact assessments to evaluate programme effectiveness. 3. Document lessons learnt and best practices for continuous improvement and replication.	Please answer Yes/No for each of the following states: ☐ <i>Kedah</i> ☐ <i>Selangor</i> ☐ <i>West Johor</i> ☐ <i>Others</i> _____

Component	Scope of Work	Applicant Capacity and Capability
Reporting	1. Submit Inception, Interim, and Closure Reports in accordance with agreed timelines. 2. Provide progress updates, including key achievements, challenges, and mitigation actions. 3. Submit final impact report with outcomes, lessons learnt, and recommendations.	Mandatory

SECTION 3

Supporting documents required:

NOTE: *Please save the documents for submission in pdf format.*

- ☐ Proposal Paper
- ☐ Proposal Presentation
- ☐ Completed and signed Know Your Counterparty (“KYC”) Self Declaration Questionnaire
- ☐ Registration Certificate e.g. from ROS, SSM, ROY, Bahagian Hal Ehwal Undang-Undang (BHEUU), relevant Akta Pendaftaran and/or Social Enterprise accreditation from the Ministry of Entrepreneur Development and Cooperatives (for social enterprises) and Ministry of Education/ Higher Education (for academic institutions).
- ☐ Organisation profile (including Board / Management committees)
- ☐ Audited financial statements or submitted financial cash flow to ROS, where relevant (up to minimum past two years)
- ☐ Bank statement with the account name as per the organisation’s Registration Certificate (please provide confirmation letter from the bank if the name is not the same)
- ☐ Inland Revenue Board certificate showing tax-exempt status (for tax-exempt organisations)
- ☐ Other information that may assist Yayasan PETRONAS in gaining a better understanding of your proposal (e.g. annual report)

SECTION 4

☐ I have read and agree to YP's terms and conditions ("T&Cs") for Request for Proposal ("RFP")

Proposed Exceptions/ Deviations

1. Applicant is explicitly advised that YP requires a Proposal that is fully and unconditionally compliant with the terms and conditions of Terms and Conditions for Implementation Partners ("Agreement").
2. In the event the Applicant considers it fundamental to take exception to or deviate from any part of the Agreement, however where such exception would not affect any cost, schedule or other benefits to YP, then the Applicant shall state such deviation/exception herein in the format below. In any event, YP reserves the right to accept or reject any or all of the proposed exceptions or deviations.

Note: Any exception or deviation expressed after closing date of the proposal shall not be entertained.

Item	Page No.	Article No. of Agreement	Statement of Article	Exact New Wording Proposed by Applicant	Reason for Deviation
1					
2					
3					
4					
5					

Applicant may add more rows to the table if needed.

Yayasan PETRONAS Terms and conditions for RFP

Dated this day of 2026

BETWEEN

YAYASAN PETRONAS

Registration No: 201701045484 (1259657-D)

AND

[INSERT NAME OF IMPLEMENTATION PARTNER]

APPOINTMENT AS IMPLEMENTATION PARTNER

FOR

[INSERT NAME OF PROGRAMME]

THIS AGREEMENT is made on this

day of

2026

BETWEEN

YAYASAN PETRONAS (Registration No.: 201701045484 (1259657-D)), a company limited by guarantee incorporated in Malaysia and having its registered address at Tower 1, PETRONAS Twin Towers, Kuala Lumpur City Centre 50088 Kuala Lumpur (hereinafter referred to as "**YAYASAN**") of the first part;

AND

[Insert name of IMPLEMENTATION PARTNER], *[insert description of IMPLEMENTATION PARTNER]* and having its registered address at (hereinafter called "**IMPLEMENTATION PARTNER**") of the second part.

YAYASAN and the IMPLEMENTATION PARTNER shall hereinafter be referred to individually as "**PARTY**" or collectively as "**PARTIES**" as the case may be.

WHEREAS

- A. YAYASAN is the social impact arm of Petroliaam Nasional Berhad (PETRONAS) with the mission to contribute to the well-being of society in the areas of education, community wellbeing & development and environment with the aim to improve the quality of life and socio-economic outcomes for communities across the nation.
- B. The IMPLEMENTATION PARTNER is *[insert description of IMPLEMENTATION PARTNER]*.
- C. In furtherance to the above, and subject to the terms and conditions as hereinafter appearing in this AGREEMENT, YAYASAN has agreed to appoint the IMPLEMENTATION PARTNER for the purpose of executing Yayasan PETRONAS' *[insert name of programme]*, ("**PROGRAMME**").

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

1.1 Unless the context otherwise requires, the following definitions shall have the following meaning under the AGREEMENT:

- 1.1.1 **"ABC MANUAL"** means the PETRONAS Anti-Bribery and Corruption Manual which is referred to in ARTICLE 22.1.1.
- 1.1.2 **"AFFILIATES"** means, as to any PERSON, any other PERSON that, directly or indirectly, CONTROLS, or is CONTROLLED by, or is under common CONTROL with, such PERSON.
- 1.1.3 **"AGREEMENT"** means this agreement including its attachments and schedules, and shall include any modification, variation, amendment, addition or supplement thereto as may be mutually agreed by the PARTIES in writing and be in force from time to time.
- 1.1.4 **"AGREEMENT PERIOD"** means a period of *[spell number of months] [insert number of months]* commencing from the EFFECTIVE DATE i.e. the period of which the AGREEMENT is valid, and the period whereby the WORKS shall be performed, and the PROGRAMME shall be implemented and completed, by the IMPLEMENTATION PARTNER.
- 1.1.5 **"APPLICABLE LAWS AND REGULATIONS"** means with respect to any PERSON, any foreign, national, federal, state, local, municipal or other law, statute, constitution, resolution, ordinance, code, permit, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any GOVERNMENTAL AUTHORITY and any orders, writs, injunctions, awards, judgments and decrees applicable to such PERSON or its SUBSIDIARIES, their business or any of their respective assets or properties.
- 1.1.6 **"ASSOCIATED PERSON"** means a person associated with any of the PARTIES including, but not limited to any of its employees, agents, contractors, sub-contractors, consultants, representatives and agents.
- 1.1.7 **"CHANGE ORDER"** means the changes or revision to the WORKS which shall be undertaken pursuant to ARTICLE 19.
- 1.1.8 **"COMPLETION DATE"** means *[spell number of months] [insert number of months]* after effective date of this AGREEMENT of which all of the WORKS shall be completed, performed and delivered by the IMPLEMENTATION PARTNER.
- 1.1.9 **"COMPETITION AUTHORITY"** means any GOVERNMENTAL AUTHORITY having jurisdiction in competition or antitrust matters under any competition or antitrust legislation in any country in which IMPLEMENTATION PARTNER carries on or intends to carry on business or where its activities may have an effect.
- 1.1.10 **"COMPETITION LAW"** means all APPLICABLE LAWS AND REGULATIONS that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization, abuse of dominance, lessening of competition, impeding effective competition, restraint of trade or collusion.

1.1.11 **"CONFIDENTIAL INFORMATION"** means information in any form or medium (whether oral, written, electronic or any other form) that a PARTY (as a **"DISCLOSING PARTY"**) considers confidential or proprietary, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing, in each case to the extent it is: (a) if disclosed in writing or other tangible form or medium, marked "confidential" or "proprietary"; or (b) if disclosed orally or in other intangible form or medium, identified by the DISCLOSING PARTY or its representative as confidential or proprietary, but does not include information which:

- (i) is available to the general public (other than through a breach of this AGREEMENT by the PARTY receiving such information (as a **"RECEIVING PARTY"**);
- (ii) becomes, at a later date, available to the general public (other than as a result of a breach of this AGREEMENT) and then only after the later date;
- (iii) the RECEIVING PARTY can show (i) it was in its lawful possession before the information was provided by or on behalf of the DISCLOSING PARTY without breach of any confidentiality undertaking; or (ii) with conclusive proof that it was developed independently by the RECEIVING PARTY without recourse, reference to, or use of the information provided by or on behalf of the DISCLOSING PARTY;
- (iv) is disclosed to the RECEIVING PARTY on a non-confidential basis by a third party who has the lawful right to disclose the information to the RECEIVING PARTY without breach of any confidentiality undertaking;
- (v) is required to be disclosed by law to any governmental, statutory, regulatory or judicial authority provided however that the RECEIVING PARTY uses reasonable efforts to promptly provide to the DISCLOSING PARTY notification of the existence and circumstances surrounding such required disclosure so that an appropriate protective order and/or other action can be taken, if possible, and the RECEIVING PARTY shall not affect any disclosure which is more extensive than required; or
- (vi) is required to be disclosed by the RECEIVING PARTY to its solicitors, auditors and professional advisors for the purposes of the RECEIVING PARTY fulfilling its obligations under this AGREEMENT or its statutory obligations, provided the RECEIVING PARTY shall not affect any disclosure which is more extensive than required.

1.1.12 **"CONTROL"** or **"CONTROLLED"** means in relation to a company or an entity (the "body"), the power of a PERSON to secure that the affairs of the body are conducted in accordance with the wishes of that PERSON:

- (i) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body including any subsidiaries, joint venture entities, variable interest entities or any other legal entity in which the PERSON is the legal or beneficial owner, directly or indirectly; or
- (ii) as a result of any powers conferred by the articles of association, constitution or any other document regulating that or any other body.

- 1.1.13 **"DATA PROCESSOR"** means a PERSON who processes PERSONAL DATA on behalf of the DATA CONTROLLER or as similarly defined under the PDPA. A "DATA PROCESSOR" does not include a natural person processing Personal Data solely for domestic, personal or household purposes.
- 1.1.14 **"DATA PROTECTION LEGISLATION"** means the PDPA and all other APPLICABLE LAWS AND REGULATIONS relating to the processing and/or protection of PERSONAL DATA and privacy including where applicable the guidance and codes of practice issued by the relevant GOVERNMENTAL AUTHORITY.
- 1.1.15 **"DATA SUBJECT"** means an individual who is the subject of PERSONAL DATA, or as similarly defined under the PDPA/ DATA PROTECTION LEGISLATION.
- 1.1.16 **"DATA CONTROLLER"** means a PERSON who either alone or jointly or in common with other PERSONS processes any PERSONAL DATA or has control over or authorizes the processing of any PERSONAL DATA, but does not include a DATA PROCESSOR, or as similarly defined under the PDPA / DATA PROTECTION LEGISLATION.
- 1.1.17 **"EFFECTIVE DATE"** means the date of this AGREEMENT/ *[insert exact date]*.
- 1.1.18 **"FUNDING AMOUNT"** means the amount which will be provided by YAYASAN to the IMPLEMENTATION PARTNER for the implementation of the PROGRAMME at the maximum amount of **Ringgit Malaysia** *[spell amount] [insert amount]* only.
- 1.1.19 **"GOVERNMENTAL AUTHORITY"** means any supranational, national, federal, state, provincial, municipal or local court, administrative body or other governmental or quasigovernmental entity or authority with competent jurisdiction exercising legislative, judicial, regulatory or administrative functions of or pertaining to supranational, national, federal, state, municipal or local government, including any department, commission, board, agency, bureau, subdivision, instrumentality or other regulatory, administrative, judicial or arbitral authority or arbitral tribunal, whether domestic or foreign.
- 1.1.20 **"INTELLECTUAL PROPERTY RIGHTS"** means all forms of intellectual property, including but without limitation, any patent, registered design, copyright, database right, design right, trademark, trade name, application to register the aforementioned rights, trade secret, invention, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.
- 1.1.21 **"OUTREACH COLLATERALS"** shall have the same meaning ascribed to it in ARTICLE 31.2.
- 1.1.22 **"PDPA"** means the Personal Data Protection Act 2010 of Malaysia, the applicable regulations, subsidiary legislation, guidelines, orders related thereto, and any statutory amendments or re-enactments made of the PDPA from time to time.
- 1.1.23 **"PERSON"** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, GOVERNMENTAL AUTHORITY, or other entity.

- 1.1.24 **"PERSONAL DATA"** has the meaning given by the PDPA/ DATA PROTECTION LEGISLATION and relates only to PERSONAL DATA of which the DATA CONTROLLER has control and authority over the processing thereof, and in respect of which a DATA PROCESSOR is required to perform its obligations under this Agreement.
- 1.1.25 **"PERSONAL DATA BREACH"** means an incident that has resulted in the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, access to or encryption of the PERSONAL DATA transmitted, stored or otherwise processed and any other occurrence classified under applicable DATA PROTECTION LEGISLATION as a personal data breach.
- 1.1.26 **"PROCESS"** or **"PROCESSES"** or **"PROCESSING"** means collecting, recording, holding or storing PERSONAL DATA or carrying out any operation or set of operations on the PERSONAL DATA, including (a) the organization, adaptation or alteration of PERSONAL DATA; (b) the retrieval, consultation or use of PERSONAL DATA; (c) the disclosure of PERSONAL DATA by transmission, transfer, dissemination or otherwise making it available; or (d) the alignment, combination, correction, erasure or destruction of PERSONAL DATA.
- 1.1.27 **"PROGRAMME"** shall have the same meaning ascribed to it in Recital C.
- 1.1.28 **"SANCTIONS"** means all APPLICABLE LAWS AND REGULATIONS concerning economic sanctions (including embargoes, export controls, restrictions on the ability to make or receive international payments, freezing or blocking of assets of targeted PERSONS, or the ability to engage in transactions with or involving specified PERSONS or countries, or any APPLICABLE LAWS AND REGULATIONS that threatens to impose economic sanctions on any PERSON for engaging in targeted behaviour) of any jurisdictions including:
- (i) the United Nations;
 - (ii) Malaysia;
 - (iii) the European Union;
 - (iv) the United Kingdom (including those administered by HM Treasury);
 - (v) the United States (including those administered by the Office of Foreign Assets Control of the Department of the Treasury, the Bureau of Industry and Security of the Department of Commerce, or the Department of State).
- 1.1.29 **"SENSITIVE PERSONAL DATA"** means any PERSONAL DATA consisting of information as to the physical or mental health or condition of an individual, his political opinions, his religious beliefs or other beliefs of a similar nature, the commission or alleged commission by him of any offence or such other PERSONAL DATA as may be determined under the PDPA from time to time.
- 1.1.30 **"SERVICE PROVIDER"** means the third-party contractors appointed by the IMPLEMENTATION PARTNER to perform the WORKS for and on behalf of the IMPLEMENTATION PARTNER (if any).
- 1.1.31 **"SITE"** means the area of which the WORKS shall be performed or PROGRAMME to be implemented, as further specified in ATTACHMENT 1 of this AGREEMENT.

- 1.1.32 **"STEERING COMMITTEE"** means the committee jointly established by the PARTIES as the highest committee which shall steer the direction of the PROGRAMME as further specified in ARTICLE 8 of this AGREEMENT.
- 1.1.33 **"SUBSIDIARIES"** means, with respect to a PERSON, (i) any corporation of which a majority of the securities entitled to vote generally in the election of directors or commissioners thereof, at the time as of which any determination is being made, are owned by such PERSON, either directly or indirectly, (ii) any joint venture, general or limited partnership, limited liability company or other legal entity in which such PERSON is the record or beneficial owner, directly or indirectly, of a majority of the voting interests or the general partner, or (iii) any variable interest entity CONTROLLED by such PERSON or its subsidiary.
- 1.1.34 **"TAX" or "TAXES"** shall include but not limited to all income, profit, withholding tax, franchise, excess profits, royalty, other taxes, personal property taxes, employment taxes and contributions, imposed or that may be imposed by law, regulations or trade union contracts, which are enforced by or on behalf of the Inland Revenue Board (IRB) or of any taxing authorities and includes penalties, interest and/or fines in respect thereof based on the Income Tax Act 1967 or any Malaysian tax legislation applicable during the duration of this AGREEMENT, excluding Customs Charges, Service Tax and stamp duty.
- 1.1.35 **"WORKING COMMITTEE"** means the committee jointly established by the PARTIES to manage and monitor the smooth implementation of the PROGRAMME as further specified in ARTICLE 8 of this AGREEMENT.
- 1.1.36 **"WORKS"** shall mean the works, deliverables and services which shall be performed by the IMPLEMENTATION PARTNER in relation to the PROGRAMME as specified in ATTACHMENT 1 of this AGREEMENT.
- 1.1.37 **"YAYASAN's MARKS"** means the name, symbol and/or trademarks, logos, designs, emblems, insignia, copyright, slogans and other proprietary rights owned by YAYASAN, authorized to be used by, licensed to or made available to YAYASAN.
- 1.2 Words denoting any gender shall include all genders.
- 1.3 Words denoting the singular include the plural and vice versa.
- 1.4 Any reference to any statute or legislation shall, unless otherwise indicated, be a reference to the statutes of Malaysia and include any statutory modification, consolidation or re-enactment thereof for the time being in force or any legislative provision substituted for such legislation, and all statutory instruments or orders made pursuant thereto.
- 1.5 Any reference to an ARTICLE, paragraph, sub-paragraph, or attachment is, except where it is expressly stated to the contrary, a reference to such ARTICLE, paragraph, sub-paragraph, or attachment of or to this AGREEMENT.
- 1.6 References to "RM" and "Ringgit" are to the lawful currency of Malaysia.

- 1.7 References to “this AGREEMENT” or any other agreement or document shall be construed as a reference to such agreement or document including its appendices and schedules, as amended, modified or supplemented thereto as may be mutually agreed by the PARTIES in writing and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms.
- 1.8 The appendices and attachments to this AGREEMENT are integral to and shall form part of this AGREEMENT.
- 1.9 ARTICLE headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this AGREEMENT.
- 1.10 Whenever this AGREEMENT refers to a number of days, such reference shall be to calendar days unless business days are specified.
- 1.11 Any reference to a “business day” is to a day other than a Saturday and Sunday, and any other date which is declared by the government at either federal or state level as a public holiday or a non-working day.
- 1.12 If any period is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a day which is not a business day, then that period is to be deemed to only expire on the next business day.

2. OBJECTIVES AND PURPOSES OF THIS AGREEMENT

- 2.1 The purpose of the PARTIES entering into this AGREEMENT is to agree on the arrangement pertaining to the implementation of the PROGRAMME.
- 2.2 The PARTIES agree and acknowledge as follows:
- 2.2.1 YAYASAN shall be responsible to provide the FUNDING AMOUNT for the PROGRAMME throughout the AGREEMENT PERIOD;
- 2.2.2 The IMPLEMENTATION PARTNER shall be responsible to implement and complete the WORKS related to the PROGRAMME as specified in ATTACHMENT 1 of this AGREEMENT.
- 2.3 This AGREEMENT sets forth the PARTIES’ respective responsibilities, obligations and contributions in relation thereto. The PARTIES hereby agree that they shall collaborate and work together in accordance with the terms set out herein and shall do all things necessary within their respective powers either jointly and/or severally as the circumstances may require, in order to achieve the objectives and purposes of this AGREEMENT.

3. AGREEMENT PERIOD

- 3.1 This AGREEMENT shall commence on the EFFECTIVE DATE, valid throughout the AGREEMENT PERIOD and expires on the COMPLETION DATE, unless otherwise extended pursuant to ARTICLE 3.2 below, or terminated earlier pursuant to ARTICLE 11.

- 3.2 In the event either PARTY intends to extend the AGREEMENT PERIOD, the PARTY shall notify in writing of its intention to the other PARTY, at least three (3) months prior to the COMPLETION DATE. No extension shall be effective unless with the mutual written agreement of the PARTIES.
- 3.3 Subject to any extension pursuant to ARTICLE 3.2 above, this AGREEMENT shall automatically lapse on the COMPLETION DATE. Thereafter, the powers, rights and obligations of the PARTIES hereunder shall terminate immediately and neither PARTY shall have any claim whatsoever against the other except for any antecedent breach thereafter.

4. FUNDING AMOUNT

- 4.1 In consideration for the performance of the WORKS and making good of any defects whatsoever to the WORKS, YAYASAN agree to make available the FUNDING AMOUNT to the IMPLEMENTATION PARTNER in accordance with the terms and conditions of this AGREEMENT and the payment milestone stipulated in ATTACHMENT 1 of this AGREEMENT.
- 4.2 The FUNDING AMOUNT or any part or portion thereof –
- 4.2.1 which has been disbursed to the IMPLEMENTATION PARTNER but remains unutilized at the end of the AGREEMENT PERIOD; or
 - 4.2.2 which has yet to be disbursed by YAYASAN or remains unbilled at the end of the AGREEMENT PERIOD;
- shall be refunded and/or cancelled from the total FUNDING AMOUNT, unless the AGREEMENT PERIOD is extended pursuant to ARTICLE 3.2.
- 4.3 There shall be no variation to the FUNDING AMOUNT unless such variation is approved in writing by YAYASAN. For the avoidance of any doubt, the FUNDING AMOUNT stated in this AGREEMENT shall be the maximum of the total amount payable by YAYASAN for the WORKS. Only expenses as pre-approved by YAYASAN in writing shall be reimbursed by YAYASAN.
- 4.4 The FUNDING AMOUNT under this AGREEMENT shall be inclusive of all charges necessary for the successful performance of the WORKS herein.
- 4.5 If the scope of the WORKS is reduced due to whatsoever reasons, YAYASAN may reduce the FUNDING AMOUNT to correspond with the reduction of the WORKS' scope and/or achievement of KPI, which shall be based on the actual scope of the WORKS performed, delivered and/or completed by the IMPLEMENTATION PARTNER.
- 4.6 The FUNDING AMOUNT shall be exclusive of:
- 4.6.1 Any taxes payable under the AGREEMENT; and

- 4.6.2 Any expenses to be incurred by the IMPLEMENTATION PARTNER as a result of the AGREEMENT in complying with the Malaysian Tax Legislations, including the payment of all taxes assessed, against the IMPLEMENTATION PARTNER.

5. INVOICING & PAYMENT TERMS

- 5.1 The IMPLEMENTATION PARTNER shall issue an invoice to YAYASAN upon the satisfactory completion of the milestones as specified in ATTACHMENT 1. Payment shall be due thirty (30) days from the date of receipt (date of receipt to count as day zero (0)) of the IMPLEMENTATION PARTNER's correct, accurate, complete, and undisputed invoice. Each invoice shall include details of the WORKS performed and shall be supported by description and details of the WORKS and other supporting documentation (if applicable).
- 5.2 Payment of the FUNDING AMOUNT shall be made to the IMPLEMENTATION PARTNER's designated account as advised by the IMPLEMENTATION PARTNER in writing. YAYASAN shall be only liable for the bank charges at the point of the remittance of the funds and any other bank charges will be borne by the IMPLEMENTATION PARTNER.
- 5.3 Should YAYASAN dispute any amount in the IMPLEMENTATION PARTNER's invoice, YAYASAN shall notify the IMPLEMENTATION PARTNER within fourteen (14) days of receipt of such invoice (date of receipt to count as day zero (0)), specifying the nature of the dispute. YAYASAN shall have the right to withhold payment of any disputed invoice until settlement of the dispute or remedial action has been taken. Interest shall not be levied on any payment withheld by YAYASAN. All payments made by YAYASAN shall not preclude the right of YAYASAN from thereafter disputing any of the amounts paid.
- 5.4 YAYASAN shall not be obligated to make payments to the IMPLEMENTATION PARTNER if the IMPLEMENTATION PARTNER fails to deliver the WORKS and any such disputes shall be dealt with in accordance with ARTICLE 16. Any payment withheld shall be without prejudice to any other rights or remedies available to YAYASAN at law.
- 5.5 Upon notification of any erroneous billings made by the IMPLEMENTATION PARTNER or payments made to the IMPLEMENTATION PARTNER by YAYASAN, and with the mutual written agreement of the PARTIES, the IMPLEMENTATION PARTNER shall, within thirty (30) days, make appropriate adjustments therein and reimburse YAYASAN any amounts of outstanding overpayment as reflected in the said adjustments, notwithstanding the fact that a temporary withholding or a correction of discrepancy may have been affected previously. The PARTIES may agree to offset the overpayment against any future invoice to be issued by the IMPLEMENTATION PARTNER under this AGREEMENT.
- 5.6 Notwithstanding the above, YAYASAN may withhold payments of the Invoice in the event that it is of the opinion that further verifications are required.
- 5.7 Payments due to the IMPLEMENTATION PARTNER may be withheld by YAYASAN on account of the following:
- 5.7.1 breach and/or unsatisfactory performance of the WORKS under this AGREEMENT;
 - 5.7.2 filing of claims against YAYASAN caused by acts or omissions of the IMPLEMENTATION PARTNER or failure of the IMPLEMENTATION PARTNER;
 - 5.7.3 failure to submit or maintain valid Insurance Policies; or

- 5.7.4 failure of the IMPLEMENTATION PARTNER to pay amounts when due for the works/facilities used by the IMPLEMENTATION PARTNER in performing the WORKS or amounts due to IMPLEMENTATION PARTNER's sub-contractor on the WORKS.
- 5.7.5 If and when the cause for withholding any such payment has/have been remedied by the IMPLEMENTATION PARTNER and satisfactory evidence of such remedy has been presented to YAYASAN, the payments withheld shall be released by YAYASAN.
- 5.7.6 If and when the cause for withholding any such payment is not remedied by the IMPLEMENTATION PARTNER, YAYASAN shall then have the right to deduct any monies due to the IMPLEMENTATION PARTNER. For this CLAUSE, YAYASAN may, as the case maybe, make payments directly to the sub-contractor. Such payment shall be deemed to be a payment made to the IMPLEMENTATION PARTNER by YAYASAN under this AGREEMENT.
- 5.8 Payments made by YAYASAN under this AGREEMENT shall not preclude the right of YAYASAN to thereafter dispute any of the items invoiced which are found to be not in accordance with the agreed WORKS as contained in the appendices to this AGREEMENT and shall not be deemed an admission by YAYASAN as to the performance by the IMPLEMENTATION PARTNER of its obligations hereunder and in no event shall any such payment by YAYASAN affect the warranty obligations of the IMPLEMENTATION PARTNER.
- 5.9 The IMPLEMENTATION PARTNER shall state the applicable description on the invoices as follows:
- 5.9.1 Services performed inside Malaysia;
- 5.9.2 Reimbursements/ disbursements in Malaysia;
- 5.9.3 Hotel accommodation charges during travels in Malaysia (if any/ required).
- 5.10 The invoice for WORKS performed in Malaysia should be issued by a locally incorporated entity directly to YAYASAN (if applicable).

6. YAYASAN'S OBLIGATIONS

- 6.1 In furtherance of its obligations in this AGREEMENT and for the purposes of the PROGRAMME, YAYASAN hereby agrees and undertakes:
- 6.1.1 To disburse the FUNDING AMOUNT to the IMPLEMENTATION PARTNER in the manner prescribed in ATTACHMENT 1 and subject to the terms and conditions of this AGREEMENT;
- 6.1.2 To provide the necessary support to the IMPLEMENTATION PARTNER to ensure the achievement of objectives of the PROGRAMME;
- 6.1.3 To assign representative(s) as members of each COMMITTEE; and
- 6.1.4 To deliberate, provide decisions, approve and monitor the implementation of the PROGRAMME, under the governance of the COMMITTEES.
- 6.2 YAYASAN shall also undertake all such other obligations which are necessary and to exercise all such powers and authorities which are within its capacity and capability for the purposes of facilitating the implementation of the PROGRAMME.

- 6.3 If any of the IMPLEMENTATION PARTNER's personnel is reasonably found unfit by YAYASAN to perform the WORKS due to inability to do the WORKS, breach of regulations or by specific request to be replaced with due reason, the IMPLEMENTATION PARTNER shall, upon receipt of a written request from YAYASAN, (i) undertake its own assessment of the request; and (ii) where such request is reasonable in the opinion of the IMPLEMENTATION PARTNER's, remove the relevant personnel and within a period of three (3) months of such removal or any other period otherwise agreed by both PARTIES, replace the said personnel with another personnel.

7. OBLIGATIONS OF THE IMPLEMENTATION PARTNER

- 7.1 The IMPLEMENTATION PARTNER shall complete and deliver the WORKS in compliance with the detailed timeline prescribed in ATTACHMENT 1 of this AGREEMENT, provide monthly status updates and reports on the progress and outcome of the WORKS and shall conform to the requirements, quality, standards and quantity as required by YAYASAN as specified in ATTACHMENT 1. The reports shall include the final work product and all training material, tools, records, reports, documents and other materials (whether in documentary, electronic or other forms) to be delivered, created or produced by the IMPLEMENTATION PARTNER, its agents and/or sub-contractors for the benefit of the WORKS, pursuant to this AGREEMENT. Additional or ad hoc reports required by YAYASAN (together with any relevant submission dates), should be communicated and agreed between the PARTIES in writing.
- 7.2 The IMPLEMENTATION PARTNER shall utilise the FUNDING AMOUNT or any portion thereof solely for the purpose of funding the PROGRAMME and under no circumstances shall it be used for any other purpose. Any other cost and expenses incurred by the IMPLEMENTATION PARTNER in excess of the FUNDING AMOUNT for the PROGRAMME shall be borne by the IMPLEMENTATION PARTNER. For reference purposes only, the estimated costs for the PROGRAMME are outlined in ATTACHMENT 2 of the AGREEMENT.
- 7.3 The IMPLEMENTATION PARTNER shall notify YAYASAN promptly in writing if any delay is foreseen or occurs in the performance of the WORKS.
- 7.4 The IMPLEMENTATION PARTNER shall ensure its ASSOCIATED PERSON to abide by and comply, and secure compliance to all APPLICABLE LAWS AND REGULATIONS, decrees, rules and regulations of any GOVERNMENTAL AUTHORITY having jurisdiction over the performance of and works related to the AGREEMENT.
- 7.5 The IMPLEMENTATION PARTNER shall keep YAYASAN fully informed of its activities in carrying the WORKS from time to time or as deemed necessary at any time by YAYASAN on the WORKS completion progress.
- 7.6 In performing the WORKS, the IMPLEMENTATION PARTNER undertakes that;
- 7.6.1 The IMPLEMENTATION PARTNER shall carry out the WORKS with professional care and diligence in accordance with this AGREEMENT. Notwithstanding the above, the IMPLEMENTATION PARTNER agrees to carry out the WORKS with due care, diligence and efficiency and in conformity, management and financial practice in respect of personnel and property of the PARTIES and/or any third parties and in respect of the environment in which the activity is performed. The IMPLEMENTATION PARTNER further undertakes that in performing the WORKS, it shall be performed in such a manner that it will always safeguard and protect

YAYASAN's interest and take all necessary and proper steps to prevent abuse or uneconomical use of facilities, if any, made available by YAYASAN to the IMPLEMENTATION PARTNER.

- 7.6.2 The IMPLEMENTATION PARTNER shall carefully read this AGREEMENT and all of its appendices to determine all the necessary services, labor, equipment and materials required for the performance of the WORKS.
- 7.6.3 The IMPLEMENTATION PARTNER shall obtain for itself in advance a full understanding and knowledge of the WORKS, the surrounding environment and the conditions under which the WORKS shall be carried out.
- 7.6.4 The IMPLEMENTATION PARTNER shall act as an independent contractor with respect to the WORKS and neither the IMPLEMENTATION PARTNER nor any of the IMPLEMENTATION PARTNER's ASSOCIATED PERSON, servants, representatives or agents shall be deemed to be personnel, servants, representatives or agents of YAYASAN during the performance of the WORKS.
- 7.6.5 The IMPLEMENTATION PARTNER shall employ such number of ASSOCIATED PERSON as will be adequate to carry out the WORKS in accordance with this AGREEMENT. If in the opinion of YAYASAN the number of personnel is inadequate, the IMPLEMENTATION PARTNER shall discuss remedial measures with YAYASAN and if both PARTIES agree that additional personnel are required, the IMPLEMENTATION PARTNER shall, at its own cost and expense, provide such additional personnel as approved by YAYASAN to carry out the WORKS.
- 7.6.6 The IMPLEMENTATION PARTNER shall instruct its ASSOCIATED PERSON to perform the WORKS in accordance with the terms and conditions of this AGREEMENT and in such manner that will always safeguard and protect YAYASAN'S interests.
- 7.6.7 The IMPLEMENTATION PARTNER shall ensure that its personnel who are performing the WORKS for and on its behalf, have the technical expertise, qualification, experience and capability to carry out their respective responsibilities or roles. YAYASAN may provide feedback in good faith to the IMPLEMENTATION PARTNER at any time throughout the AGREEMENT PERIOD on any of its ASSOCIATED PERSON who are performing the WORKS for and on its behalf, if YAYASAN has concerns regarding the competency, skill, behavior or performance of such its ASSOCIATED PERSON who are performing the WORKS for and on its behalf, in the course of performing the WORKS. Where YAYASAN has provided such feedback to the IMPLEMENTATION PARTNER, the IMPLEMENTATION PARTNER shall consult in good faith with YAYASAN to discuss possible measures to address YAYASAN's concerns.
- 7.6.8 The IMPLEMENTATION PARTNER shall at all times, ensure that the WORKS performed, including the SITE and equipment used in performing the WORKS comply with all APPLICABLE LAWS AND REGULATIONS including laws relating to Health, Safety, Security and Environment (HSSE), and YAYASAN's Health, Safety and Environment (HSE) policies, where applicable.
- 7.6.9 The IMPLEMENTATION PARTNER shall exercise due care and diligence to ensure that no injury or damage is caused to any PERSON or facilities of YAYASAN or any facilities and/or SITE under this AGREEMENT, and in the event of such occurrence of injury or damage, the

IMPLEMENTATION PARTNER shall be held liable and be fully responsible on the costs to rectify the injury or damage suffered only to the extent that such injury or damage is directly caused by the negligence, wilful misconduct, or breach of this AGREEMENT by the IMPLEMENTATION PARTNER or its ASSOCIATED PERSON.

- 7.6.10 The IMPLEMENTATION PARTNER shall have complete control of all of their ASSOCIATED PERSON engaged for the performance of the WORKS and shall ensure that all of the ASSOCIATED PERSON shall comply with all of YAYASAN's applicable rules and regulations.
- 7.6.11 The IMPLEMENTATION PARTNER shall be responsible for the payment of wages, salaries, bonus, overtime and any other allowances reasonably earned by the ASSOCIATED PERSON and shall make all appropriate deductions from their salaries in respect of any employee contributions and the IMPLEMENTATION PARTNER hereby indemnifies YAYASAN against any liability in respect thereof.
- 7.6.12 The IMPLEMENTATION PARTNER shall ensure that their ASSOCIATED PERSON complies with any reasonable requests or instructions given by YAYASAN under the provisions of this AGREEMENT and in particular with any safety and/or security regulations or instructions which are enforced from time to time at the SITE where the ASSOCIATED PERSON are performing their duties under this AGREEMENT.
- 7.6.13 The IMPLEMENTATION PARTNER represents and warrants that it and each of its sub-contractor has or shall obtain the necessary resources in carrying out the WORKS and that it and its sub-contractor shall maintain and use such resources in accordance with the relevant specifications and recommendations including good operational practices.
- 7.6.14 The IMPLEMENTATION PARTNER represents and warrants that it shall ensure that all applicable warranties and/or licenses provided by its ASSOCIATED PERSON are legally procured. The IMPLEMENTATION PARTNER shall deliver a copy of such warranties and/or licenses provided by its ASSOCIATED PERSON to YAYASAN.

8. ESTABLISHMENT OF COMMITTEES

- 8.1 For the purpose of ensuring the smooth implementation of the PROGRAMME within the AGREEMENT PERIOD, there will be two (2) separate committees, namely the STEERING COMMITTEE and Working Committee (collectively referred to as 'COMMITTEES') which shall be set up to deliberate, manage and decide on the activities under the PROGRAMME and the management of the FUNDING AMOUNT. A copy of the terms of reference of the respective COMMITTEES will be provided to the IMPLEMENTATION PARTNER when necessary.

9. INSPECTION

- 9.1 YAYASAN may at all reasonable times during the AGREEMENT PERIOD, inspect the WORKS at the SITE and/or other premises. The IMPLEMENTATION PARTNER shall arrange and provide assistance for such access and inspection to determine whether such WORKS meet the requirements, quality and standard as provided in this AGREEMENT.

- 9.2 The IMPLEMENTATION PARTNER shall update YAYASAN on quarterly basis or on the frequency and manner as agreed by the PARTIES on the progress of the WORKS and its performance.
- 9.3 Notwithstanding the above, the presence of and the inspection by YAYASAN (or any of its authorized delegates) shall not relieve the IMPLEMENTATION PARTNER from IMPLEMENTATION PARTNER's obligations and duties and shall not prejudice YAYASAN's rights under this AGREEMENT.

10. DEFAULT OF THE IMPLEMENTATION PARTNER

- 10.1 The occurrence of any of the following events shall be deemed a default by the IMPLEMENTATION PARTNER under this AGREEMENT:
- 10.1.1 The IMPLEMENTATION PARTNER commits a breach of any terms contained this AGREEMENT and if capable of remedy, fails to remedy that breach within thirty (30) days from the date of the notice from YAYASAN specifying such a breach had occurred or such other period as may be reasonably determined by YAYASAN in the circumstances; or
- 10.1.2 The IMPLEMENTATION PARTNER misappropriates the FUNDING AMOUNT. For the purpose of this ARTICLE, misappropriation of FUNDING AMOUNT shall include, but not limited to, where the FUNDING AMOUNT is utilised for purposes (a) other than for the PROGRAMME without prior consent from YAYASAN or (b) in breach of or may lead to breach of any APPLICABLE LAWS AND REGULATIONS; or
- 10.1.3 Any attempted transfer, novation or assignment by the IMPLEMENTATION PARTNER under this AGREEMENT without the prior written approval of YAYASAN; or
- 10.1.4 The making by the IMPLEMENTATION PARTNER of an assignment for the benefits of creditors, the filing by or against the IMPLEMENTATION PARTNER of a petition in bankruptcy or for corporate re-organization, or the appointment of a receiver or trustee for the IMPLEMENTATION PARTNER or the properties of the IMPLEMENTATION PARTNER or the IMPLEMENTATION PARTNER becomes insolvent or suspends payment of its debts generally or is unable to pay its debt as and when the fall due or an order is made or a resolution is passed for the winding-up, liquidation and/or dissolution of the IMPLEMENTATION PARTNER; or
- 10.1.5 The failure of the IMPLEMENTATION PARTNER to satisfy within thirty (30) days of its entry any judgment upon which execution is possible or the attachment of any general liens against the real or personal property of the IMPLEMENTATION PARTNER; or
- 10.1.6 If the IMPLEMENTATION PARTNER or its ASSOCIATED PERSON is incompetent or has acted in a manner prejudicial to YAYASAN's best interest or has engaged in graft or any malpractices for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or executing of this AGREEMENT or any other contract with YAYASAN; or
- 10.1.7 If the IMPLEMENTATION PARTNER has failed to deliver the WORKS or part thereof, as required herein, has produced sub-standard WORKS, the WORKS performed and delivered are defective or failed to adhere to any of its duties and obligations under this AGREEMENT; or

- 10.1.8 If the IMPLEMENTATION PARTNER fails, neglects, or refuses to carry out its obligations under this AGREEMENT; or
 - 10.1.9 The failure by the IMPLEMENTATION PARTNER to perform and deliver the WORKS by the due date or failure to rectify or replace the defective WORKS to YAYASAN's satisfaction within the time period stipulated herein; or
 - 10.1.10 The failure by the IMPLEMENTATION PARTNER and/or its ASSOCIATED PERSON to maintain a valid license and/or registration (if required); or
 - 10.1.11 If the IMPLEMENTATION PARTNER and/or its ASSOCIATED PERSON has failed to comply with YAYASAN's applicable Health, Safety and Environment (HSE) laws and regulations; or
 - 10.1.12 The IMPLEMENTATION PARTNER and/or its ASSOCIATED PERSON fails, neglects and/or refuses to comply with YAYASAN's instructions; or
 - 10.1.13 The IMPLEMENTATION PARTNER and/or its ASSOCIATED PERSON have committed fraud and/or misrepresentation; or
 - 10.1.14 The IMPLEMENTATION PARTNER and/or its ASSOCIATED PERSON did not comply with any relevant rules, procedures, policies, practices, regulations or any APPLICABLE LAWS AND REGULATIONS as may be in force; or
 - 10.1.15 The IMPLEMENTATION PARTNER and/or its ASSOCIATED PERSON did not comply with the Critical Legal Areas pursuant to ARTICLE 22; or
 - 10.1.16 The IMPLEMENTATION PARTNER acts in bad faith or otherwise engage in any conduct which are seriously prejudicial to this AGREEMENT or to YAYASAN; or
 - 10.1.17 The IMPLEMENTATION PARTNER discontinues the implementation of the PROGRAMME during the AGREEMENT PERIOD otherwise than by a termination under ARTICLE 11.
- 10.2 YAYASAN shall notify the IMPLEMENTATION PARTNER in writing of any default and the IMPLEMENTATION PARTNER shall within a period of seven (7) days (date of notice included), or any other period deemed appropriate by YAYASAN commence and complete the appropriate corrective actions.

11. TERMINATION

11.1 Termination for Breach

This AGREEMENT may be terminated by any PARTY by giving thirty (30) days written notice to the defaulting PARTY in the event that:

- 11.1.1 the IMPLEMENTATION PARTNER was in default position pursuant to ARTICLE 10; or
- 11.1.2 YAYASAN did not perform its obligations pursuant to ARTICLE 6.

11.2 Termination by YAYASAN

YAYASAN shall have the right to terminate this AGREEMENT at any time without providing any reasons whatsoever by providing thirty (30) days prior written notice to the IMPLEMENTATION PARTNER of its intention to terminate the AGREEMENT.

11.3 Termination on Corruption, Unlawful or Illegal Activities

11.3.1 Notwithstanding any provisions of this AGREEMENT and without prejudice to any other rights of the PARTIES, if any PARTY, its personnel, servant, agent or employee is convicted by a court of law for corruption or unlawful activities in relation to this AGREEMENT (the “**DEFAULTING PARTY**”), the non-DEFAULTING PARTY shall be entitled to terminate this AGREEMENT at any time, by giving immediate written notice to that effect to the relevant PARTY.

11.3.2 Upon such termination, the non-DEFAULTING PARTY shall be entitled to claim from the DEFAULTING PARTY all losses, costs, damages, and expenses (including any incidental costs and expenses) incurred by the non-DEFAULTING PARTY arising from such termination.

11.4 Mutual Termination

11.4.1 This AGREEMENT may be terminated by the mutual agreement of the PARTIES. Any PARTY who wishes to terminate this AGREEMENT may give to the other PARTY a three (3) months' written notice stating its intention to terminate this AGREEMENT and the proposed date of termination.

11.5 Consequences of Termination

Upon the effective date of termination, PARTIES shall ensure the following:

11.5.1 The PARTIES shall be discharged from performing any future acts in respect of this AGREEMENT;

11.5.2 Each PARTY'S equipment and their ASSOCIATED PERSON are completely removed and demobilized from the SITE (if applicable);

11.5.3 All rights and liabilities of a PARTY against the other PARTY shall be terminated, save for any rights that may accrue due to any prior breach of this AGREEMENT;

11.5.4 Neither PARTY shall be entitled to loss of profit, economic loss and/or consequential loss;

11.5.5 Unless otherwise agreed by YAYASAN, all materials using YAYASAN's MARKS shall cease to be used by the IMPLEMENTATION PARTNER and the IMPLEMENTATION PARTNER shall, at its own costs, remove YAYASAN's MARKS from any or all of its materials;

11.5.6 The IMPLEMENTATION PARTNER to refund back to YAYASAN the unutilized portion of the FUNDING AMOUNT at the date of termination within fourteen (14) days from the date termination.

12. INSURANCE

- 12.1 The IMPLEMENTATION PARTNER shall at its own cost and expense carry and maintain in full force throughout the AGREEMENT PERIOD the following insurances with insurance companies satisfactory to YAYASAN. Nothing contained herein shall serve in any way to limit or waive the IMPLEMENTATION PARTNER's liability under this AGREEMENT. The insurances to be carried by the IMPLEMENTATION PARTNER are as follows:
- 12.1.1 Workmen's Compensation Insurance and/or Employer's Liability Insurance and/or any other insurance with statutory limits as required by the laws of Malaysia to provide for payment to its employees employed on or in connection with the WORKS covered under this AGREEMENT and/or their dependents.
 - 12.1.2 Public Liability / Third Party Liability / Comprehensive General Liability Insurance with a limit of liability of not less than Ringgit Malaysia One Million (RM 1,000,000.00) for any one claim or series of claims arising out of an accident or occurrence resulting in bodily and/or personal injury (including death) to any PERSON and damage or destruction to any property including YAYASAN's property arising out of or in consequence of the IMPLEMENTATION PARTNER's performance of the WORKS. The policy shall also cover contractual liability.
 - 12.1.3 Notwithstanding and in addition to this ARTICLE, the IMPLEMENTATION PARTNER shall carry and maintain any other insurance which may be relevant and/or necessary and/or as may be required by any law(s) to which the IMPLEMENTATION PARTNER and/or its ASSOCIATED PERSON are subjected to or as instructed by YAYASAN.
- 12.2 The IMPLEMENTATION PARTNER shall cause YAYASAN, their parent companies, subsidiaries, AFFILIATES, consultants and their ASSOCIATED PERSON to be included as additional assured persons and to be covered by insurance(s) as stipulated in ARTICLE 12.1 with respect to the WORKS conducted under this AGREEMENT. The IMPLEMENTATION PARTNER shall further cause the insurance policy as stipulated in ARTICLE 12.1 herein to contain a "Severability of Interests" (Cross Liability) provision providing that in the event of one insured PARTY incurring liability to any of the other insured PARTIES, the insurance shall apply for the benefit of the PARTY against whom claim is or may be made in the same manner as if separate policies had been issued to each insured PARTY.
- 12.3 Where YAYASAN, their parent companies, subsidiaries, AFFILIATES, consultants and their ASSOCIATED PERSON are not named as additional assured persons in the insurance(s) as stipulated in ARTICLE 12.1, the IMPLEMENTATION PARTNER shall cause the insurers thereof to waive all express or implied rights of subrogation against such PARTIES and their respective employees, servants and agents.
- 12.4 All deductibles, exceptions, and exclusions applicable to the foregoing insurances of the IMPLEMENTATION PARTNER shall be for the account of and be paid by the IMPLEMENTATION PARTNER. Any breach of conditions and/or warranties contained in such policies of insurances shall also be for the account of the IMPLEMENTATION PARTNER.
- 12.5 The IMPLEMENTATION PARTNER shall fully indemnify YAYASAN against all and any loss or damage arising from any failure to effect or maintain such insurances specified by this AGREEMENT or from any act or omission which could invalidate the said insurances.

- 12.6 The furnishing of certificates of insurance(s) shall not be interpreted as implying endorsement by YAYASAN or that YAYASAN assumes responsibility for the accuracy and adequacy of such documents or that the IMPLEMENTATION PARTNER has complied with its other obligation contained in this AGREEMENT.
- 12.7 Should the IMPLEMENTATION PARTNER at any time neglect or refuse to provide or renew any insurance(s) required herein, or should any insurance(s) be cancelled, YAYASAN shall upon notification to the IMPLEMENTATION PARTNER have the right to procure such insurance and, in such event, any sum so paid by YAYASAN shall immediately become due and payable to YAYASAN by the IMPLEMENTATION PARTNER or YAYASAN shall be entitled to deduct such sums from any monies due or which may become due to the IMPLEMENTATION PARTNER in addition to any other remedies YAYASAN may have under this AGREEMENT.
- 12.8 The IMPLEMENTATION PARTNER shall notify YAYASAN immediately upon receipt of any notice of claims, incidents, or demands or of any situation which may give rise to such claims or demands being made under the said insurance(s) policies. Written notice shall be given no later than two (2) days after the occurrence of any accident (day of occurrence inclusive). However, for serious accidents (including but not limited to death or serious injuries) notice shall be given immediately and must be confirmed in writing.
- 12.9 The IMPLEMENTATION PARTNER shall ensure that its ASSOCIATED PERSON maintain similar insurance coverage as specified herein and that its ASSOCIATED PERSON similarly indemnify and hold YAYASAN harmless against all costs, claims, and demands. Any deficiencies in the coverage or policy limits of ASSOCIATED PERSON's insurance shall be the sole responsibility of the IMPLEMENTATION PARTNER.
- 12.10 YAYASAN shall bear no financial liability attributable to deficient insurance coverage by the IMPLEMENTATION PARTNER.

13. REPRESENTATION AND WARRANTIES

- 13.1 The IMPLEMENTATION PARTNER warrants that the WORKS shall be performed with reasonable skill, care and diligence in a professional manner in accordance with the requirements and conditions of this AGREEMENT and that the IMPLEMENTATION PARTNER has the experience, capability and resources including sufficient and competent personnel to efficiently and expeditiously perform the WORKS.
- 13.2 The IMPLEMENTATION PARTNER further warrants that the WORKS comply with the requirements provided under this AGREEMENT. For the avoidance of doubt, no warranty is given in respect of any matter not expressly stated in this AGREEMENT or arising from any changes, instructions or omissions by the YAYASAN, unless such changes or instructions have been documented and agreed in writing as a formal variation to this AGREEMENT. Where changes are incorporated into the AGREEMENT, the warranty shall extend to those changes.
- 13.3 The IMPLEMENTATION PARTNER further warrants that the ASSOCIATED PERSON:
- 13.3.1 Shall have use his/her skill and judgment to the best of his/her capabilities and in an expeditious and economical manner consistent with the best interest of YAYASAN;

- 13.3.2 Shall perform the work assigned to him/her with due diligence and efficiency and in accordance with sound principles and accepted practice;
- 13.3.3 He/she is of good character, holds no criminal records and is medically fit to perform the WORKS;
- 13.3.4 Shall comply with all of YAYASAN's applicable rules and regulations including those relating to discipline and conduct and abide to all APPLICABLE LAWS AND REGULATIONS.
- 13.4 If the IMPLEMENTATION PARTNER fails or is unable to perform the WORKS within the specified time as instructed, YAYASAN may appoint a third-party contractor to perform the WORKS and the cost incurred shall be recoverable either directly from the IMPLEMENTATION PARTNER or through deduction made from the outstanding payment due to the IMPLEMENTATION PARTNER.
- 13.5 The provisions in this ARTICLE shall continue to be in full force and shall survive the cancellation, expiration or termination of the AGREEMENT in respect of any part of the WORKS already performed at the time of cancellation, expiration or termination. Furthermore, no test, inspection or approval given or made by YAYASAN shall prejudice any of such warranties and guarantees and/or any remedy of YAYASAN in respect of defective WORKS.

14. TAXES AND SERVICE TAX

14.1 TAX

- 14.1.1 Each PARTY shall be responsible for and shall pay at its own expense when due and payable all TAXES assessed against it in connection with this AGREEMENT. All TAXES levied on each PARTY shall be for the account of each PARTY and shall not be reimbursed by the other PARTY.
- 14.1.2 Each PARTY shall fully protect and indemnify the other PARTY and hold the other PARTY safe and harmless from any and all claims or liability for TAXES assessed or levied by the Inland Revenue Board of Malaysia ("IRB"), whichever is applicable against each PARTY or its ASSOCIATED PERSON or against the other PARTY for or on account of any payment made to or earned by the other PARTY in connection with the AGREEMENT.
- 14.1.3 Each PARTY further shall fully protect and hold the other PARTY harmless from all TAXES assessed or levied against or on account of wages, salaries or other benefits paid to or enjoyed by each PARTY's employees, or employees of its ASSOCIATED PERSON, and all TAXES assessed or levied against, on or for account of any property or of each PARTY or its ASSOCIATED PERSON.
- 14.1.4 Each PARTY shall indemnify the other PARTY against all claims, demands and causes of action based on any actual TAXES for which they are liable or any actual or alleged failures by each PARTY or its ASSOCIATED PERSON to comply with applicable tax reporting, return, or other procedural requirement with respect to the services. This indemnity shall include without limitation all penalties, awards, judgments, court and arbitration costs, legal fees, and other reasonable expenses associated with such claims, demands, and causes of action.

- 14.1.5 Each PARTY shall give prompt notice to the other PARTY of all matters pertaining to non-payment, payment under protest or claim for immunity or exemption from any TAXES.
- 14.1.6 In the event that a refund opportunity arises with respect to any TAX paid by one PARTY as a result of the transactions governed by this AGREEMENT, both PARTIES shall reasonably work together to pursue such refund. If one PARTY receives a refund or a credit for any TAX paid by the other party with respect to this AGREEMENT, then the PARTY receiving the refund or credit agrees to refund to that other PARTY the full amount of such refund or credit.
- 14.1.7 In the event that either PARTY is a foreign incorporated company and by virtue of its activities related to the provision of services is considered to have a permanent establishment in Malaysia or in any other country, either PARTY shall be solely liable or responsible for the following:
- i. Any liability for Tax obligation
 - ii. Any and all other costs incurred by the IMPLEMENTATION PARTNER due to the creation of a permanent establishment
 - iii. Any tax and other filing obligation occasioned by the creation of the permanent establishment
- 14.1.8 For avoidance of doubt, "**TAX**" or "**TAXES**" as mentioned above include but shall not be limited to all income, profit, withholding tax, franchise, excess profits, royalty, other taxes, personal property taxes, employment taxes and contributions, imposed or that may be imposed by law, regulations or trade union contracts, which are enforced by or on behalf the IRB or of any taxing authorities and includes penalties, interest and/or fines in respect thereof based on the Income Tax Act 1967 or any Malaysian tax legislation applicable during the AGREEMENT PERIOD, excluding customs charges, Service Tax and stamp duty.

14.2 SERVICE TAX

- 14.2.1 Where Service Tax is applicable to any services rendered by the IMPLEMENTATION PARTNER under this AGREEMENT, YAYASAN shall be responsible for and pay the Service Tax when invoiced by the IMPLEMENTATION PARTNER for taxable services rendered in accordance with the AGREEMENT, provided that the IMPLEMENTATION PARTNER shall provide to YAYASAN a copy of valid Service Tax registration approval letter issued by the Royal Malaysian Customs Department ("**Customs Authority**") confirming that the IMPLEMENTATION PARTNER is registered under the applicable Act as a taxable person providing taxable services. The IMPLEMENTATION PARTNER shall also provide to YAYASAN with the applicable Service Type Code for each of the taxable services provided to YAYASAN.
- 14.2.2 The Service Tax amount shall be separately stated from the FUNDING AMOUNT and shall be separately itemized in the invoice.
- 14.2.3 The IMPLEMENTATION PARTNER shall protect and indemnify YAYASAN and hold YAYASAN safe and harmless from any and all claims, demands and causes of action in respect of Service Tax and penalties made against the IMPLEMENTATION PARTNER /YAYASAN by Customs Authority including but not limited to award, judgments, court and arbitration costs, legal fees, and

other reasonable expenses associated with such claims, demands due to the incorrect and/or inaccurate information and documents furnished by the IMPLEMENTATION PARTNER.

- 14.2.4 For avoidance of doubt, "Service Tax" as mentioned above refers to the tax as defined in the Service Tax Act 2018 and any legislation pertaining to the same including regulations, orders and any amendments relating thereto.

15. ASSIGNMENT & NOVATION

- 15.1 Notwithstanding any ARTICLES in this AGREEMENT, both PARTIES shall not assign, transfer or novate any of its rights and obligations under this AGREEMENT to any third party without the other PARTY's prior written consent. Any such assignment, transfer or novation without either PARTY's prior written consent shall be deemed to be a material breach of the terms of this AGREEMENT.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 This AGREEMENT shall be governed by and construed in accordance with the laws of Malaysia.
- 16.2 In the performance of this AGREEMENT, the IMPLEMENTATION PARTNER and its ASSOCIATED PERSON shall be subject to all APPLICABLE LAWS AND REGULATIONS.
- 16.3 The IMPLEMENTATION PARTNER shall, at the IMPLEMENTATION PARTNER's own expense, defend, indemnify and hold YAYASAN harmless from all forms of penalty which may be imposed on YAYASAN by reason of any alleged violation of law by the IMPLEMENTATION PARTNER or its ASSOCIATED PERSON and also from all claims, suits, or proceedings that may be brought against YAYASAN arising under or by reason of the performance of this AGREEMENT with respect to such alleged or violation of law whether brought by employees of the IMPLEMENTATION PARTNER or its ASSOCIATED PERSON or by third parties or by any GOVERNMENTAL AUTHORITY.
- 16.4 The IMPLEMENTATION PARTNER's obligations under this ARTICLE shall include, without limitation, obtaining all necessary or appropriate licenses, approvals, exemptions, clearances or permits wherever applicable.
- 16.5 If the IMPLEMENTATION PARTNER or its ASSOCIATED PERSON perform any part of the WORKS hereunder in breach of the APPLICABLE LAWS AND REGULATIONS, then the IMPLEMENTATION PARTNER shall bear any additional costs resulting from the said violation and correction thereof. The IMPLEMENTATION PARTNER shall not enter into negotiations with any GOVERNMENTAL AUTHORITY or agency to develop acceptance to exemption, composition, variation, or revision to law in connection with this AGREEMENT without YAYASAN's prior written approval.
- 16.6 Any dispute between the PARTIES as to the performance of this AGREEMENT or the rights or liabilities of the PARTIES herein, or any matter arising out of the same or connected therewith, which cannot be settled amicably shall be referred to the exclusive jurisdiction of the Malaysian Courts.

17. TIME IS OF THE ESSENCE

Time whenever stated herein shall be the essence of this AGREEMENT.

18. ACCESS AND AUDIT RIGHTS

- 18.1 YAYASAN shall have the right and have access to audit the IMPLEMENTATION PARTNER's books, records and other documents relating to the performance of WORKS undertaken by the IMPLEMENTATION PARTNER which involves utilisation of the FUNDING AMOUNT. The IMPLEMENTATION PARTNER shall ensure that all records are kept for a minimum of seven (7) years from the date of the document issued.
- 18.2 The IMPLEMENTATION PARTNER shall maintain an accurate record of the WORKS and if the WORKS or any additional scope is required for the WORKS (as may be required by YAYASAN) is measured by the time spent by its personnel, such records shall be in the form of a time sheet which shall be certified by YAYASAN.

19. CHANGE ORDER

- 19.1 YAYASAN may at any time during the performance and/or execution of the WORKS instruct the IMPLEMENTATION PARTNER to alter, amend, omit, change, modify, add to, reduce or otherwise vary any part of the WORKS by providing written notice to the IMPLEMENTATION PARTNER.
- 19.2 On receipt of any written order requiring a change in the WORKS which may, in the opinion of the IMPLEMENTATION PARTNER, involve a change in the FUNDING AMOUNT or affect the COMPLETION DATE, the IMPLEMENTATION PARTNER shall, before proceeding with the order, submit such changes to YAYASAN.
- 19.3 If, in the opinion of YAYASAN, the submissions are correct, YAYASAN will advise the IMPLEMENTATION PARTNER to prepare a CHANGE ORDER which shall contain details of the change and the resulting changes to FUNDING AMOUNT and COMPLETION DATE.
- 19.4 No changes to or modification of the items, specifications, terms, conditions and prices shall be binding upon the YAYASAN unless agreed in writing by YAYASAN. The IMPLEMENTATION PARTNER shall not start and make any changes to the WORKS without a prior written instruction of YAYASAN or its authorized representative.
- 19.5 Any approved CHANGE ORDER shall be treated as part of the AGREEMENT and the FUNDING AMOUNT shall therefore be either added or reduced as the case maybe. No change shall in any way invalidate the obligations of the IMPLEMENTATION PARTNER under the AGREEMENT.

20. FORCE MAJEURE

- 20.1 Neither PARTY shall be liable to the other nor shall be in breach of any obligation under the AGREEMENT to the extent its performance, in full or in part thereof is prevented impeded or delayed by an act, event or circumstance that is beyond the reasonable control of that PARTY and which that PARTY could not reasonably have prevented or overcome (such act, event or circumstance is herein referred to as "**Force Majeure**") provided the same is not willfully or negligently done or brought for purpose of excusing a failure to perform under the AGREEMENT.

20.2 An event of Force Majeure shall include but not limited to the following:

- 20.2.1 acts of God or force of nature, including unusually severe weather, landslide, earthquake, fire, frost, flood, storm, tidal waves, perils of the sea;
- 20.2.2 insurrection, revolutions, expropriation, requisition, nationalization, riots, civil disturbances, acts of the public enemy and acts of terrorism;
- 20.2.3 blockade, embargo or boycott;
- 20.2.4 strikes or other labour disturbances (including sabotage) of industry / national scale;
- 20.2.5 war, acts of war or warlike hostilities;
- 20.2.6 epidemic, pandemic and quarantine restrictions as declared by World Health Organization (WHO);
- 20.2.7 Any change of law which directly impact the performance of WORKS;
- 20.2.8 any other events or similar occurrences beyond the control of the PARTIES.

20.3 For the purpose of this ARTICLE, machinery breakdown or correction of defects or deficiencies or industry strike or sabotage by the IMPLEMENTATION PARTNER's employees or ASSOCIATED PERSON, the impositions or sanctions by any GOVERNMENTAL AUTHORITY due to the failure of the IMPLEMENTATION PARTNER to comply with the APPLICABLE LAWS AND REGULATIONS or obtain or maintain the necessary permits, licenses, approval or certificates from the GOVERNMENTAL AUTHORITY or any event or circumstance that is resulted from the negligence of the IMPLEMENTATION PARTNER shall not be construed as a Force Majeure event.

20.4 As soon as the IMPLEMENTATION PARTNER suffer a disruption in performing the WORKS or any delay due to Force Majeure, it shall forthwith notify YAYASAN in writing the cause of delay (in any case shall not be more than three (3) days after the IMPLEMENTATION PARTNER becomes aware of the Force Majeure occurrence) and take all possible steps to limit the delay. The IMPLEMENTATION PARTNER shall provide to the YAYASAN with all the necessary proof of the occurrence of any of the aforementioned events and of its effect on the performance of WORKS, should the IMPLEMENTATION PARTNER wish to apply for an extension.

20.5 YAYASAN shall have the right to conduct investigation into the delay and upon satisfying itself that the delay was due to a genuine Force Majeure event, the AGREEMENT PERIOD or the COMPLETION DATE for the WORKS may be extended by the YAYASAN for a period equal to the period in which the performance of the WORKS under the AGREEMENT was actually affected or any other period YAYASAN deemed appropriate. It is the responsibility of the IMPLEMENTATION PARTNER despite a Force Majeure event to assist and to ensure that the WORKS is completed within the scheduled time at no additional expense to YAYASAN.

20.6 In the event of the aforesaid Force Majeure event subsisting for a continuous period of more than six (6) months or any extension thereof, which YAYASAN believe it will jeopardize the YAYASAN's operation, YAYASAN shall have the right to terminate the AGREEMENT by giving the IMPLEMENTATION PARTNER fourteen (14) days written notice thereof.

21. HEALTH, SAFETY AND ENVIRONMENT (HSE) REQUIREMENT

- 21.1 The IMPLEMENTATION PARTNER shall at all times during the performance of WORKS comply with YAYASAN's and other applicable HSE requirements or any other safety rules and regulations applicable at the SITE.
- 21.2 In support of YAYASAN's efforts to identify any cases of alcohol and/or drugs abuses at the SITE, the IMPLEMENTATION PARTNER agrees and will give full cooperation to YAYASAN for YAYASAN to carry out the relevant alcohol and/or drug testing at any time YAYASAN deems necessary on any of the IMPLEMENTATION PARTNER's personnel and the IMPLEMENTATION PARTNER will abide by the result thereof.
- 21.3 Whilst working within YAYASAN's premises or YAYASAN's designated premises/location/SITE, the IMPLEMENTATION PARTNER's personnel shall not act contrary to YAYASAN's interest which act may cause injury or damage to body and/or property of YAYASAN and other party or their personnel who undertake to perform certain works within the SITE. If breached, YAYASAN may take such action including removal of the personnel out of the SITE to ensure no further injury or damage is caused by the said personnel.
- 21.4 The IMPLEMENTATION PARTNER may be required, in connection with the performance of the WORKS, provide and maintain at its own costs, all the necessary safety measures, as deemed appropriate by YAYASAN when and where necessary or required by any competent authority for the safe execution of the WORKS or for the safety and convenience of the public or others.
- 21.5 The IMPLEMENTATION PARTNER shall comply with the following safety guidelines whenever its employees, ASSOCIATED PERSON or agents are within the vicinity of the SITE and YAYASAN's premises:
- 21.5.1 All vehicles entering the SITE must have a valid vehicle road tax. The driver must have a valid driving license and should meet all JPJ requirements.
 - 21.5.2 All drivers must observe the speed limit and must honor all barricades / signage.
 - 21.5.3 All drivers must give way to pedestrians, bicycles and emergency vehicles / equipment.
 - 21.5.4 All drivers must wear a presentable clothing preferably bearing the IMPLEMENTATION PARTNER's name or logo.
 - 21.5.5 If applicable, all drivers must wear the relevant Personal Protective Equipment (PPE) gears, and as a minimum requirement, the following PPE must be worn at all times:
 - a) Safety Helmet
 - b) Safety Boots
 - c) Coverall or uniforms (long sleeves / trousers)
- 21.6 The IMPLEMENTATION PARTNER shall clearly communicate the above safety requirements to its personnel, sub- and/or transporter to prevent and eliminate the risk of injuries, health hazards and damage to properties as well as to ensure everyone's safety.

- 21.7 In the event of any violation of the above regulations by the IMPLEMENTATION PARTNER's and/or its ASSOCIATED PERSON, YAYASAN may take the necessary action against the IMPLEMENTATION PARTNER including but not limited to request for replacement of personnel, issue stop work order at SITE immediately and/or terminating the AGREEMENT.

22. COMPLIANCE TO CRITICAL LEGAL AREAS

22.1 ANTI-BRIBERY AND CORRUPTION, ANTI-MONEY LAUNDERING

- 22.1.1 The PARTIES shall comply, and/or shall procure that its ASSOCIATED PERSON who are performing the WORKS in connection with this AGREEMENT to comply, with all applicable anti-money laundering and anti-corruption laws, including but not limited to, the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, Malaysian Anti-Corruption Commission Act 2009, the United Kingdom Bribery Act 2010 and U.S. Foreign Corrupt Practices Act of 1977, and regulations and any relevant anti-money laundering and/or anti-corruption policies and documents provided by YAYASAN (including the provisions of the PETRONAS Code of Business Ethics ("CoBE") relevant to YAYASAN third parties and Anti-Bribery and Corruption Manual ("ABC Manual")) and have in place adequate controls and procedures to prevent corruption. The latest versions of the CoBE and ABC Manual can be accessed from <https://www.petronas.com/sustainability/governance-and-ethics>. The PARTIES also undertakes that it has conducted and will continue to conduct their businesses in compliance with all applicable anti-corruption laws and have instituted and maintained and will continue to maintain all necessary measures / policies and procedures designed to promote and achieve compliance with all anti-corruption laws.
- 22.1.2 Either PARTY must notify the other PARTY as soon as reasonably practicable upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this ARTICLE or a conviction by a court of competent jurisdiction or an agreement to be entered into with any GOVERNMENTAL AUTHORITY in respect of the applicable anti-money laundering and anti-corruption laws.
- 22.1.3 If either PARTY breaches this ARTICLE, the other PARTY shall be fully entitled to terminate this AGREEMENT without any liability howsoever with written notice with immediate effect. The defaulting PARTY shall hold the other PARTY harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this ARTICLE by the defaulting PARTY, its ASSOCIATED PERSON who are performing the WORKS in connection with this AGREEMENT.
- 22.1.4 Upon request in writing by any PARTY, the other PARTY shall within, ten (10) Business Days, provide the requesting PARTY with documentation evidencing compliance of its obligations under the applicable anti-corruption laws. If either PARTY reasonably suspects that there is a breach of any obligation under this ARTICLE, that PARTY or a third party appointed by that suspecting PARTY shall have the right to immediately access and take copies of all records and other information relating to this AGREEMENT held at the other PARTY's premises and meet with the other PARTY's personnel to audit the other PARTY's compliance with its obligations under this ARTICLE and the other PARTY shall provide all necessary assistance to the conduct of such audit by that suspecting PARTY or such third party. If the audit reveals a breach of any obligations under this ARTICLE and any applicable anti-corruption laws, the non-obligating PARTY will bear the cost

of such audit and any remedial actions necessary to ensure compliance with this ARTICLE and indemnify and hold harmless the other PARTY in respect of such breaches.

22.2 HUMAN RIGHTS

- 22.2.1 The PARTIES warrants and undertakes that it will use their best efforts to abide by best practices aligned with the APPLICABLE LAWS AND REGULATIONS concerning human rights.
- 22.2.2 The PARTIES further warrants and undertakes to immediately notify the other PARTY of all suspected or actual adverse human rights impact which it causes or has contributed to, whether directly or indirectly, and to remediate the adverse human rights impact including to provide adequate compensation or other appropriate remedy to the affected victims. Subsequently, the defaulting PARTY shall address the cause of the adverse human right impact so as to avoid further similar adverse impacts and provide to the other PARTY a summary of the remedial and preventive measures taken as soon as reasonably practicable from the first occurrence.

22.3 PERSONAL DATA PROTECTION

- 22.3.1 The PARTIES represents, warrants and undertakes to fully comply with all DATA PROTECTION LEGISLATION in PROCESSING PERSONAL DATA in connection with this AGREEMENT.
- 22.3.2 The PARTIES agrees to immediately notify the other PARTY of any complaint or request in relation to the PERSONAL DATA and/or where there has been an event of non-compliance with the DATA PROTECTION LEGISLATION.
- 22.3.3 Where a PARTY discloses any PERSONAL DATA to the other PARTY, the other PARTY shall:
- i. employ appropriate safeguards to ensure compliance with the DATA PROTECTION LEGISLATION, including the implementation of administrative, organisational, physical and technical safeguards to reasonably and appropriately protect PERSONAL DATA which may be disclosed by the disclosing PARTY;
 - ii. immediately notify the disclosing PARTY in writing if it becomes aware of any PERSONAL DATA BREACH. In such event, the other PARTY shall co-operate with the disclosing PARTY to conduct an investigation; co-operate with authorities; notify, at the other PARTY'S sole expense, all affected persons, credit bureaus, and all other persons or entities deemed appropriate by the disclosing PARTY; and issue press releases;
 - iii. only PROCESS the PERSONAL DATA for purposes relating to the AGREEMENT and in strictly compliance with all directions given by the disclosing PARTY in respect of the same;
 - iv. undertake that it shall not retain any Personal Data following the termination or expiry of this Agreement, or if it is no longer necessary for the fulfilment of the purpose for which such PERSONAL DATA was processed under this Agreement. Such PERSONAL DATA shall be, at the disclosing PARTY'S option, either returned to the disclosing PARTY and/or deleted, unless otherwise mandated by the laws that are applicable to the other PARTY. Where retention of the PERSONAL DATA is mandated by the laws that are applicable to the other

PARTY, the other PARTY shall inform the disclosing PARTY in writing of the relevant law mandating such retention, the minimum retention period under such law, and the PERSONAL DATA that will be retained following the termination or expiry of this Agreement, or when it is no longer necessary for the fulfilment of the purpose for which such PERSONAL DATA was processed under this Agreement, and shall undertake to either return or delete such PERSONAL DATA (at the disclosing PARTY'S option) immediately upon the expiry of the minimum retention period. Prior to such return or deletion, the other PARTY undertakes to comply with all the requirements in this Agreement in respect of the PERSONAL DATA that remains in its possession or control. After returning or deleting all PERSONAL DATA, the other PARTY shall provide the disclosing PARTY with written confirmation that it no longer possesses any PERSONAL DATA;

- v. immediately notify the disclosing PARTY in writing upon the receipt of a request to exercise a DATA SUBJECT'S rights and assist the disclosing PARTY as far as possible with fulfilling the disclosing PARTY'S obligation to respond to requests for exercising a DATA SUBJECT'S rights as laid down by the relevant DATA PROTECTION LEGISLATION, as soon as practicable upon the disclosing PARTY'S written request;
- vi. not disclose the PERSONAL DATA to any third parties, or transfer any PERSONAL DATA without the disclosing PARTY's prior written consent, unless compelled by any APPLICABLE LAWS AND REGULATIONS (in which case the other PARTY shall give the disclosing PARTY reasonable prior written notice of such disclosure and make reasonable efforts to assist the disclosing PARTY in obtaining a protective order preventing or limiting disclosure);
- vii. not transfer the PERSONAL DATA to any place outside of the jurisdictions that have been disclosed to the disclosing PARTY in writing without [obtaining the disclosing PARTY'S prior written consent (which shall not be unreasonably withheld) / providing prior written notification to the disclosing PARTY]; and
- viii. procure any third party that PROCESSES the PERSONAL DATA on behalf of the other PARTY to agree in writing to the same terms that the other PARTY agrees to in this ARTICLE.

22.3.4 The defaulting PARTY shall, at all times during AGREEMENT PERIOD and after the term of the AGREEMENT, indemnify and keep indemnified the non-defaulting PARTY and its AFFILIATES against all losses, damages, costs or expenses and other liabilities incurred by, awarded against or agreed to be paid by the non-defaulting PARTY and/or its AFFILIATES and arising from the defaulting PARTY 's breach of Data Protection Legislation or obligations under this ARTICLE except and to the extent that such liabilities have resulted directly from the non-defaulting PARTY 's (or its AFFILIATES) instructions, or breach of the AGREEMENT by the non-defaulting PARTY.

22.4 SANCTIONS

22.4.1 Each PARTY shall perform the WORKS in compliance with any applicable SANCTIONS laws. No PARTY shall be obliged to perform any obligation under this AGREEMENT if this would not be

compliant with, would be in violation of, inconsistent with, or would expose either PARTY to punitive measures under any laws, regulations applicable to either PARTIES relating to SANCTIONS laws.

22.5 WARRANTIES

- 22.5.1 The IMPLEMENTATION PARTNER warrants that the IMPLEMENTATION PARTNER, its AFFILIATES and to the best of its knowledge, each of their respective directors, officers, employees, agents and representatives, are not:-
- a. the target of any SANCTIONS laws;
 - b. acting for the benefit of, or on behalf of, any person that is the target of any SANCTIONS laws; and
 - c. engaged and will not engage in any activity that would result in the IMPLEMENTATION PARTNER becoming a target of SANCTIONS laws.
- 22.5.2 Each PARTY warrants that all goods or services supplied under this AGREEMENT shall not be used for:
- a. any activity that will or may facilitate the design, development, production, handling, usage, maintenance, storage, delivery of or in connection with weapons of mass destruction and its delivery system;
 - b. any terrorism activity; and
 - c. participation in transactions with persons engaged in such activities.
- 22.5.3 The IMPLEMENTATION PARTNER undertakes to promptly notify YAYASAN in the event it is no longer able to comply with the warranties above. The IMPLEMENTATION PARTNER shall fully indemnify YAYASAN and its ASSOCIATED PERSON for any losses arising from a breach of these warranties.
- 22.5.4 The IMPLEMENTATION PARTNER must notify YAYASAN immediately upon becoming aware that it or any of its AFFILIATES is subject to any SANCTIONS laws.

22.6 EXPORT CONTROLS

- 22.6.1 Each PARTY warrants to the other PARTY that all WORKS performed under this AGREEMENT shall not be used for any activities that will or may facilitate the design, development, production and delivery of or in connection with the weapons of mass destruction or any act of terrorism or any restricted activity under the Malaysian Strategic Trade Act 2010 ("STA") or any other applicable export controls laws. Each PARTY fully indemnifies the other PARTY for any losses arising from the breach of the STA and/or any other applicable export controls laws.
- 22.6.2 Notwithstanding anything to the contrary contained herein, all obligations of the PARTIES are subject to prior compliance with export regulations applicable to each PARTY and such other related laws and regulations as may be applicable to each PARTY, and to obtaining all necessary approvals required by the applicable GOVERNMENTAL AUTHORITY. Each PARTY shall each use its reasonable efforts to obtain such approvals for its own activities. Each PARTY shall cooperate

with the other PARTIES and shall provide assistance to the other PARTIES and access to its information as reasonably necessary to obtain any required approvals.

- 22.6.3 The IMPLEMENTATION PARTNER must notify YAYASAN as soon as reasonably practicable upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this ARTICLE or a conviction by a court of competent jurisdiction or an agreement to be entered into with any GOVERNMENTAL AUTHORITY in respect of the applicable export control laws. The PARTIES agree that upon request in writing by YAYASAN, the IMPLEMENTATION PARTNER shall within, five (5) Business Days, provide YAYASAN with documentation evidencing compliance of its obligations under the applicable export control laws.

22.7 COMPETITION LAW

- 22.7.1 The PARTIES shall comply, and/or shall procure that its ASSOCIATED PERSON who are performing the WORKS in connection with this AGREEMENT to comply, with all applicable Competition Laws.
- 22.7.2 Notwithstanding the aforesaid, in relation to the implementation of the PROGRAMME the PARTIES agree that it shall be undertaken by SERVICE PROVIDER. For avoidance of doubt, the appointment of the existing SERVICE PROVIDER is made pursuant to the provisions of the APPLICABLE LAWS AND REGULATIONS, policies, principles, and directives related to government procurement practices. Therefore, it is hereby agreed and understood that the requirement under ARTICLE 22 shall apply for any new appointments to be made by the IMPLEMENTATION PARTNER and/or ASSOCIATED PERSON.
- 22.7.3 The PARTIES agrees to promptly notify the other PARTY of any suspected or occurrence of infringement of any Competition Laws in connection with this AGREEMENT. Both PARTIES reserves the right to suspend indefinitely or terminate this AGREEMENT without any liability howsoever with written notice with immediate effect in the event of notification of suspected or actual infringement of Competition Laws.
- 22.7.4 If the any PARTY breaches this ARTICLE, the other PARTY shall be fully entitled to terminate the AGREEMENT without any liability howsoever with written notice with immediate effect. The defaulting PARTY shall hold the non-defaulting PARTY harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this ARTICLE by the defaulting PARTY and its ASSOCIATED PERSON who are performing the WORKS in connection with this AGREEMENT.
- 22.7.5 Either PARTY must notify the other PARTY as soon as reasonably practicable upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this ARTICLE or a conviction by a court of competent jurisdiction or an agreement to be entered into with any GOVERNMENTAL AUTHORITY in respect of the applicable Competition Laws.

23. LIABILITY AND INDEMNITY

- 23.1 For the purposes of this ARTICLE, YAYASAN shall mean YAYASAN, its beneficial owner (Petroliam Nasional Berhad (PETRONAS)), its AFFILIATES, and their ASSOCIATED PERSON.

23.2 Personnel of YAYASAN

YAYASAN shall be liable for and shall protect, defend, indemnify and hold harmless the IMPLEMENTATION PARTNER and the ASSOCIATED PERSON from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature, with respect to injury or death or damage to or loss of property of any person employed by the YAYASAN, howsoever arising save for negligence on the part of the IMPLEMENTATION PARTNER.

23.3 Personnel of the IMPLEMENTATION PARTNER

The IMPLEMENTATION PARTNER shall be liable for and shall protect, defend, indemnify and hold harmless YAYASAN from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature, with respect to injury or death or damage to or loss of property of any person employed by the IMPLEMENTATION PARTNER and/or the ASSOCIATED PERSON, howsoever arising save for negligence on the part of the YAYASAN.

23.4 Third Party

23.4.1 Either Party shall be responsible for and shall protect, defend, indemnify and hold harmless the other PARTY from and against any and all claims, liabilities, cost, damages and expenses of every kind and nature, with respect to injury, illness or death of, or damage to or loss of property of any third party (including equipment and/or property and/or transportation owned, leased, chartered or hired by the other PARTY), arising during and/or as a result of the performance of this AGREEMENT without regard to whether any act or omission of the other PARTY contributed to such injury, death or damage to or loss of property. Either PARTY's indemnity hereunder shall not exceed Ringgit Malaysia One Million (RM 1,000,000.00) per occurrence.

23.4.2 In respect of claims, liabilities, costs, damages and expenses in excess of Ringgit Malaysia One Million (RM 1,000,000.00) per occurrence, the respective liabilities of the IMPLEMENTATION PARTNER and YAYASAN as to the amount over and above Ringgit Malaysia One Million (RM 1,000,000.00) shall be determined according to the Malaysian law.

23.5 YAYASAN's Property

The IMPLEMENTATION PARTNER shall be liable for and shall indemnify YAYASAN against any damage to or destruction or loss of property operated and/or owned by YAYASAN arising during, and/or as a result of the performance of this AGREEMENT, without regard to whether any act or omission of the YAYASAN contributed to the loss. The IMPLEMENTATION PARTNER 's indemnity hereunder, shall not exceed Ringgit Malaysia One Million (RM 1,000,000.00) per occurrence.

23.6 Pollution

23.6.1 The IMPLEMENTATION PARTNER shall indemnify and hold harmless YAYASAN from and against such liability resulting from pollution or for cost incurred or payments made by YAYASAN to control

or clean up the pollutant or to prevent the threat of pollution or as compensation for damage suffered by others from any pollution originated from facilities and/or transportation owned or operated by the IMPLEMENTATION PARTNER arising from the IMPLEMENTATION PARTNER's performance of the Scope of WORKS under this AGREEMENT. The IMPLEMENTATION PARTNER's indemnity herein shall not exceed Ringgit Malaysia One Million (RM 1,000,000.00) at any one occurrence; provided however, that if such pollution is the result of gross negligence and/or willful misconduct of the IMPLEMENTATION PARTNER, then in each such instance the IMPLEMENTATION PARTNER shall indemnify and hold harmless YAYASAN. The indemnity addressed in this ARTICLE shall include all control and/or cleanup costs, and/or claims related to any such pollution.

For the avoidance of doubt, the IMPLEMENTATION PARTNER shall not be liable for any pollution arising from causes outside its control, including but not limited to acts or omissions of YAYASAN, third parties, force majeure events, pre-existing environmental conditions, or conditions arising from YAYASAN's own facilities or operations

23.6.1.1 Pollution from the IMPLEMENTATION PARTNER's Equipment and/or Property and/or Transportation

The IMPLEMENTATION PARTNER shall protect, indemnify and hold harmless YAYASAN from and against all liability for pollution emanating from equipment and/or property and/or transportation owned, leased, chartered or hired by the IMPLEMENTATION PARTNER in connection to the performance of the WORKS and shall reimburse YAYASAN for all control and/or cleanup costs, and/or claims related to any such pollution. The IMPLEMENTATION PARTNER undertakes that equipment or waste in any form originating from the WORKS shall be dumped at designated place.

23.6.1.2 The indemnity addressed in ARTICLE 23.6 shall include all control and/or cleanup costs, and/or claims related to any such pollution.

- 23.7 The indemnities given by the IMPLEMENTATION PARTNER shall not be reduced by reasons of any omission of YAYASAN's Representative in failing to supervise or control the IMPLEMENTATION PARTNER's site operations or methods of working or to detect or prevent or remedy defective WORKS or to ensure proper performance of any other obligations of the IMPLEMENTATION PARTNER under this AGREEMENT.
- 23.8 Unless provided to the contrary elsewhere within this AGREEMENT, the IMPLEMENTATION PARTNER shall be solely responsible for the costs of all loss or damage caused by the negligence, gross negligence and/or willful misconduct of the IMPLEMENTATION PARTNER and/or its ASSOCIATED PERSON.
- 23.9 The IMPLEMENTATION PARTNER shall notify YAYASAN immediately of any incident, claims or litigation affecting the provisions of this ARTICLE.
- 23.10 Any exclusion or limitation of liability specified in this AGREEMENT shall apply to claims in Tort or otherwise at law in respect of matters covered by such exclusion or limitation.

24. CONSEQUENTIAL LOSS

- 24.1 In no event whatsoever shall either PARTY be liable to the other by way of indemnity nor by reason of any breach of this AGREEMENT nor by reason of Tort, for any indirect, remote or consequential losses of any kind, including but not limited to, loss of profit, loss of earnings or for any financial or economic loss or damages whatsoever that may be suffered by the other PARTY.

25. INTELLECTUAL PROPERTY RIGHTS

- 25.1 All intellectual property residing in any information, materials, products and equipment of any nature whatsoever supplied by one PARTY to the other under this AGREEMENT shall belong exclusively to and shall remain the property of the PARTY supplying the said intellectual property unless proven otherwise.
- 25.2 Notwithstanding ARTICLE 25.1 above, any patents know-how and/or other intellectual property developed exclusively for the WORKS pursuant to this AGREEMENT shall be owned by YAYASAN. The PARTIES agree that all INTELLECTUAL PROPERTY RIGHTS in all data, specifications, reports, tools, solutions, drawings, know-how, technical information, inventions and technologies developed or created jointly with YAYASAN pursuant to this AGREEMENT shall reside solely in and belong to YAYASAN and YAYASAN shall have the exclusive right to protect, exploit and enforce its rights to those INTELLECTUAL PROPERTY RIGHTS within its organisation. YAYASAN may, at its absolute discretion, grant a waiver of ownership of its INTELLECTUAL PROPERTY RIGHTS solely and exclusively to the IMPLEMENTATION PARTNER. Such waiver shall be subject to YAYASAN's prior written consent and any conditions it may impose.
- 25.3 None of the items or any items connected herewith or processes which are developed exclusively for YAYASAN pursuant to this AGREEMENT shall be reproduced either in whole or in part by the IMPLEMENTATION PARTNER for any purposes not related to this AGREEMENT without prior written approval from the YAYASAN.
- 25.4 YAYASAN shall have the rights to use the transferred know-how and all data and information, including CONFIDENTIAL INFORMATION furnished by the IMPLEMENTATION PARTNER free of charge and without any obligation to the IMPLEMENTATION PARTNER. The right to use all such documents shall extend to PETRONAS, its AFFILIATES and its subsidiaries.
- 25.5 The IMPLEMENTATION PARTNER warrants that to the best of its knowledge and based on information and materials available to it, the information, materials, products and equipment supplied by the IMPLEMENTATION PARTNER or used by the IMPLEMENTATION PARTNER in performing the AGREEMENT do not infringe the intellectual property or any other proprietary rights of any person or entity.
- 25.6 The IMPLEMENTATION PARTNER shall hold YAYASAN harmless from and indemnify against all claims and proceedings arising from or incurred by reason of any infringement or alleged infringement of patent rights, design or copyrights by the purchase, use or possession of the equipment or services supplied by the IMPLEMENTATION PARTNER under the AGREEMENT, and from and against all demands, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 25.7 The obligations stipulated under this ARTICLE 25 shall survive the expiry or early termination of this AGREEMENT.

26. USE OF YAYASAN'S MARKS

- 26.1 Subject to prior written approval of YAYASAN, the IMPLEMENTATION PARTNER shall be allowed to use YAYASAN's MARKS in any presentation, documentary and information materials, press release, publicity, social media or other publication or broadcasting mediums relating to the PROGRAMME. The IMPLEMENTATION PARTNER agrees to adhere to all stipulations and guidelines set by YAYASAN as attached in ARTICLE 31 for the use of such YAYASAN's MARKS.
- 26.2 The IMPLEMENTATION PARTNER represents that it shall not claim any right, title or interest in any of YAYASAN's MARKS or adopt, use or seek or cause to be registered any name or marks that might be identical or confusingly similar to YAYASAN's MARKS or portion thereof. The IMPLEMENTATION PARTNER shall be responsible for ensuring that the use of YAYASAN's MARKS is accurate, and not misleading, defamatory, libelous, obscene, infringing or otherwise objectionable and is in compliance with the APPLICABLE LAWS AND REGULATIONS and remains distinct and separate from text, brand marks or any other graphic elements.
- 26.3 YAYASAN reserves the right to withdraw such permission and consent at any time. The permission to use YAYASAN's MARKS is on 'as is' basis without any warranties or liabilities whatsoever on YAYASAN.

27. CONFIDENTIALITY

- 27.1 For the purposes of this ARTICLE, the following shall apply:
- 27.1.1 "Authorised Recipients" mean either YAYASAN's or the IMPLEMENTATION PARTNER's employees, officers, directors, its AFFILIATES, consultants and professional advisers.
- 27.2 Throughout the AGREEMENT PERIOD, the IMPLEMENTATION PARTNER undertakes to:
- 27.2.1 maintain YAYASAN's CONFIDENTIAL INFORMATION in strict confidence;
- 27.2.2 save for the Authorised Recipients, not disclose any of the CONFIDENTIAL INFORMATION to any third parties without YAYASAN's prior written consent;
- 27.2.3 not use such CONFIDENTIAL INFORMATION for any purpose except on a strictly "need-to-know" basis only in the performance of the WORKS;
- 27.2.4 implement necessary security measures and operating procedures to provide for the safe custody of the CONFIDENTIAL INFORMATION and to prevent unauthorised access thereto or use thereof;
- 27.2.5 ensure that each of its Authorised Recipients are informed by way of policy or agreement, that they are bound by obligations required under this AGREEMENT;
- 27.2.6 ensure that where an Authorised Recipient is not an employee, officer or director of the IMPLEMENTATION PARTNER, the IMPLEMENTATION PARTNER shall ensure that the Authorised Recipient enters into a separate written non-disclosure agreement with the IMPLEMENTATION PARTNER on terms no less stringent to the terms under this AGREEMENT prior to the disclosure of such CONFIDENTIAL INFORMATION; and

- 27.2.7 be wholly responsible for the acts and omissions of its Authorised Recipients, in relation to the undertakings of any CONFIDENTIAL INFORMATION disclosed to them.
- 27.3 All CONFIDENTIAL INFORMATION disclosed by a PARTY shall remain the exclusive property of that PARTY and the other PARTY shall not disclose it unless with the prior written approval of the first-mentioned PARTY.
- 27.4 Return and Destruction of CONFIDENTIAL INFORMATION
- 27.4.1 Unless otherwise agreed by the PARTIES herein, upon the expiry or early termination of this appointment or at any time at the request of YAYASAN, the IMPLEMENTATION PARTNER shall:
- a) either destroy or return or cause any of its Authorised Recipients to whom disclosure has been made to destroy or return promptly to YAYASAN all original and copy documents containing YAYASAN's CONFIDENTIAL INFORMATION and destroy all original and copy documents containing analyses, studies, compilations and other materials derived from such CONFIDENTIAL INFORMATION;
 - b) where such item is stored in electronic form, delete or procure the deletion of the same from any computer or other device in the IMPLEMENTATION PARTNER's possession or under its control, or the possession or control of any such Authorised Recipients of the IMPLEMENTATION PARTNER, or from any cloud system on which it has been stored,
- and pending the execution of (a) and (b) above by the IMPLEMENTATION PARTNER, the provisions of this ARTICLE shall continue to apply to such CONFIDENTIAL INFORMATION. The IMPLEMENTATION PARTNER shall, upon YAYASAN's request, provide written confirmation in such form as YAYASAN may reasonably request, that the CONFIDENTIAL INFORMATION has been destroyed or deleted.
- 27.5 The obligations stipulated under this ARTICLE shall survive the expiry or early termination of this AGREEMENT.
- 27.6 The IMPLEMENTATION PARTNER acknowledges that in the event of any breach or threat of breach of any of the provisions under this ARTICLE by the IMPLEMENTATION PARTNER, YAYASAN may suffer substantial losses and damages in which monetary damages cannot adequately remedy. Without prejudice to any other rights it may have, YAYASAN will be entitled to seek and obtain injunctive relief and any other equitable relief for any breach or threat of breach of this AGREEMENT in addition to all other remedies available in law.
- 27.7 The IMPLEMENTATION PARTNER agree that the IMPLEMENTATION PARTNER will not make any official press release, announcement or other formal publicity relating to the transactions which are the subject of this appointment and/or AGREEMENT without first obtaining the prior written consent from YAYASAN.

28. WAIVER

- 28.1 The failure of any PARTY to exercise or enforce any right, remedy or provision herein this AGREEMENT at any time or for any period of time shall not constitute a waiver or in any way prejudice such right, remedy or provision of the AGREEMENT.

- 28.2 Any waiver by any PARTY of its right under this AGREEMENT shall not be valid unless it is made in writing and signed by the authorized personnel of the other PARTY.

29. LEGAL COST AND STAMP DUTY

- 29.1 All costs and expenses including stamp duties and registration fees (if any) incurred in the preparation, execution and delivery of this AGREEMENT shall be borne solely by the IMPLEMENTATION PARTNER. Each PARTY shall bear their own costs and disbursements of and incidental to the negotiation and preparation of this AGREEMENT, including any professional advisory fees howsoever incurred (including in connection with the negotiation and preparation of this AGREEMENT).

30. NOTICES

- 30.1 Unless otherwise specifically provided, all notices, requests and other communications which are required or may be given under this AGREEMENT shall be in writing and shall be deemed to have been given if delivered personally, sent by registered mail three (3) days of posting or email immediately after successful delivery of email and addressed to:

YAYASAN

Address: Level 79, Tower 2,
PETRONAS Twin Towers,
Kuala Lumpur City Centre
50088 Kuala Lumpur.

Attention to: *[insert name & designation]*

E-Mail: *[insert email address]*

The IMPLEMENTATION PARTNER

Address: *[insert address]*

Attention to: *[insert name & designation]*

E-Mail: *[insert email address]*

- 30.2 Unless otherwise specifically provided, all notices, declaration and other communications to be given hereunder by either PARTY to the other shall be given in writing within the required time and shall be sent by electronic mail, mail or messenger, whichever is most appropriate, under the circumstances at such PARTY's address and shall be deemed given or made, unless the contrary is proved, if by mail, electronic mail or messenger, when received.
- 30.3 If any such notice or communication is received on a day which is not a Business Day in the place where it is received, it will only be effective on the next following Business Day at such place.

- 30.4 Notwithstanding anything to the contrary herein contained, a notice or communication in writing by YAYASAN and actually received by the IMPLEMENTATION PARTNER shall be an adequate notice or communication to it even if it was not sent to or delivered at its address.

31. YAYASAN'S BRANDING GUIDELINES

- 31.1 YAYASAN's brand identity system as specified and approved by YAYASAN which includes the logo, typography, colours and graphic system for backdrop and certificates as stipulated in ATTACHMENT 3 of this AGREEMENT ("YP's BIS"), shall be incorporated in all of the PROGRAMME above the line and below the line promotional media and public relations activities.
- 31.2 The IMPLEMENTATION PARTNER shall be responsible for the production, maintenance and replacement of the outreach collaterals items including but not limited to any material used to create awareness of the PROGRAMME in the form of electronic, virtual, or physical signages, posters, buntings, brochures and others ("OUTREACH COLLATERALS"), as well as the costs relating to the maintenance and replacement of the OUTREACH COLLATERALS. The IMPLEMENTATION PARTNER shall submit the design of the OUTREACH COLLATERALS prior to the production of such OUTREACH COLLATERALS to YAYASAN.
- 31.3 The IMPLEMENTATION PARTNER shall be responsible to bear the costs for the installation, dismantling and placement of OUTREACH COLLATERALS, including but not limited to manpower, transportation and storage of such materials. The IMPLEMENTATION PARTNER shall consult YAYASAN in all matters thereof including the quantity, form, manner, colour, size, display period, location and disposition of the OUTREACH COLLATERALS.
- 31.4 The IMPLEMENTATION PARTNER shall use its best endeavors in ensuring that the liveries displaying the YP's BIS are not damaged, adulterated, defaced or misused in any way.
- 31.5 Provided always that the YP's BIS continue to be authorized to be utilized by IMPLEMENTATION PARTNER, the YP's BIS shall be featured (but not limited to) on the following items:
- 31.5.1 PROGRAMME stationeries
 - 31.5.2 marketing / informational / promotional brochures
 - 31.5.3 social media. mobile and online
 - 31.5.4 public relation activities
 - 31.5.5 PROGRAMME collaterals e.g., backdrops, banners, invitation cards
- 31.6 The IMPLEMENTATION PARTNER shall ensure that the YP's BIS is prominently displayed in **ALL** of the OUTREACH COLLATERALS including at the PROGRAMME' press conference as well as in other branding exposures as detailed in ARTICLE 31.9. All OUTREACH COLLATERALS shall be in accordance with YP's BIS as may be issued by YAYASAN from time to time.
- 31.7 Any changes in the position, design or the appearance of the OUTREACH COLLATERALS which has already been agreed upon shall require prior written approval from YAYASAN. In the event that changes to the position, design or the appearance of the OUTREACH COLLATERALS which has already been agreed upon, arises from a request of the IMPLEMENTATION PARTNER or is a consequence of changes in the APPLICABLE LAW, the PARTIES shall agree to suitable alternatives in order to maintain the prominence of the YP's BIS. The cost of such changes shall be borne by the IMPLEMENTATION PARTNER and the IMPLEMENTATION PARTNER shall be responsible to ensure that the required changes are put in place.
- 31.8 The IMPLEMENTATION PARTNER shall procure YAYASAN's prior written consent for any public relation activities which include PROGRAMME's messaging and any form of content – press releases, speeches, articles, videos, social media posts (graphics, animations, etc.).
- 31.9 Subject always to ARTICLE 31.8, the IMPLEMENTATION PARTNER shall undertake the following public relations activities in relation to the PROGRAMME (including but not limited to):-
- 31.9.1 To mention YAYASAN's participation and involvement in the PROGRAMME in:
 - 31.9.1.1 any speeches by the local leaders or VIPs during the course of the PROGRAMME;

- 31.9.1.2 any visual / audio media interviews conducted with beneficiaries / local leaders / partners / VIPs;
- 31.9.1.3 the PROGRAMME and or the IMPLEMENTATION PARTNER's website, stating the nature of YAYASAN's involvement and participation in the PROGRAMME;
- 31.9.1.4 the social media posts by the beneficiaries or any PERSONS related to the PROGRAMME by utilizing the PROGRAMME' #hashtag, liking / following / subscribing to YAYASAN's social media pages,
- 31.9.2 To include and adhere to the YP's BIS:
 - 31.9.2.1 on any uniforms / attire worn by staff, contractors or volunteers when implementing the PROGRAMME;
 - 31.9.2.2 in all visual OUTREACH COLLATERALS including but not limit to video / montage / press conference / digital board / photography / social media posts / printed materials / websites in relation to the PROGRAMME;
 - 31.9.2.3 on every page of the printed materials in relation to the PROGRAMME including but not limited to the final report, PROGRAMME's brochures, annual reports, newsletters, certificates, infographics and presentation slides;
 - 31.9.2.4 on the stationaries and OUTREACH COLLATERALS including but not limited to the door gifts, trophies or mementoes for any winner or recipients of any competition or awards related to the PROGRAMME.
- 31.9.3 To post / repost at least once (1) a month on social media created by either PARTY, in relation to the PROGRAMME and to explicitly mention / tag YAYASAN in the post.
- 31.9.4 To prepare one (1) video clip featuring the beneficiaries of the PROGRAMME and to include the activities and impact of the PROGRAMME.
- 31.9.5 To include a single acknowledgement page with a short write up about the nature of the contribution and partnership by YAYASAN and the IMPLEMENTATION PARTNER in all printed material related to the PROGRAMME including but not limited to the interim or annual reports, newsletters, daily news briefs, updates and other such communications materials developed by the IMPLEMENTATION PARTNER;
- 31.9.6 To prepare and submit a summary report on communications activations / OUTREACH COLLATERALS produced every six (6) months.
- 31.10 Upon request by YAYASAN, the IMPLEMENTATION PARTNER shall promptly provide all the information related to the activation of the OUTREACH COLLATERALS and YP's BIS related to the PROGRAMME.
- 31.11 Any changes or revisions to this ARTICLE shall be notified by YAYASAN to the IMPLEMENTATION PARTNER accordingly.

32. ELECTRONIC EXECUTION AND DELIVERY

- 32.1 This AGREEMENT may be executed by electronic communication in portable document format (.pdf), whereby the respective electronic transmitted signatures shall have the same effect as manually transmitted signatures.
- 32.2 Delivery of a copy of this AGREEMENT or any other document such as notices and/or letters pursuant to this AGREEMENT bearing an original or electronic signature by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

[END OF ARTICLE]

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IN WITNESS WHEREOF the PARTIES have executed this AGREEMENT the day and year first above written.

Signed for and on behalf of)
YAYASAN PETRONAS)
Registration No: 201701045484 (1259657-D))
)

[insert name]
[insert designation]

In the presence of:)
)
)
)

[insert name]
[insert designation]

Signed for and on behalf of)
[insert IMPLEMENTATION PARTNER's name)
and registration number]))
)

[insert name]
[insert designation]

In the presence of:)
)
)
)

[insert name]
[insert designation]

ATTACHMENT 1
THE SCOPE OF WORK, KEY PERFORMANCE INDICATOR
AND DISBURSEMENT SCHEDULE

SCOPE OF WORK

1. *[Insert Introduction: E.g., XXX was appointed as Implementation Partner for YP's xxx Programme and is required to manage the overall planning, execution and monitoring of the PROGRAMME throughout the duration of the AGREEMENT PERIOD and if required, post AGREEMENT PERIOD.]*
2. *[Insert objectives of the PROGRAMME]:*
 - a.
 - b.
 - c.
3. *[Insert the Target Groups and/or Preferred Beneficiaries]*
 - a.
 - b.
 - c.
4. *[Insert the location/site]*
 - a.
 - b.
 - c.

DISBURSEMENT SCHEDULE

5. For the purpose of this AGREEMENT, IMPLEMENTATION PARTNER shall perform the following scope of work and receive the following disbursements:

No.	Milestone & Activities	Deliverables	%	Total Amount (RM)
1.	Upon signing of agreement		20	[Insert amount]
2.	Upon approval of Progress Report No. 1 including (but not limited to):		[Insert %]	[Insert amount]
2a.	[Insert details] E.g., Planning: Conduct site assessment and engagement with relevant local communities	Insert details E.g.,: 1. Submission of Progress No.1. 2. Necessary written approval and/or permits obtained. 3. Finalisation of 5-year timeline. 4. xxx community members identified and engaged. 5. Planting site selected. 6. Site visits conducted to monitor the progress at site. 7. Etc.	[Insert %]	[Insert amount]
2b.	E.g., Obtain written approval and/or permit from the relevant local authorities		[Insert %]	[Insert amount]
3.	Upon approval of Progress Report No.2 including (but not limited to):		[Insert %]	[Insert amount]
3a.	Insert details]		[Insert %]	[Insert amount]
3b.	Insert details]	1. Insert details]	[Insert %]	[Insert amount]
4.	Upon approval of Progress Report No.3 including (but not limited to):		[Insert %]	[Insert amount]
4a.	[Insert details]	1. [Insert details]	[Insert %]	[Insert amount]
4b.	[Insert details]		[Insert %]	[Insert amount]
5.	Upon approval of the Final Report in and achievement of KPI including (but not limited to):		10	[Insert amount]
5a.	Monitoring and impact assessment	1. Submission of Final Report.		[Insert amount]

No.	Milestone & Activities	Deliverables	%	Total Amount (RM)
5b.	Achievement of KPI as listed under paragraph 3 below <i>Final 10% shall be disbursed upon confirmation of the achievement of these KPI.</i>	2. Completed monitoring and impact assessment. 3. Submission of relevant documentation on achieved KPIs		
TOTAL				<i>[Insert amount]</i>

6. List of Key Performance Indicators to be achieved by the end of the project

Category	No.	Indicator	Target
Output	1.	<i>[Insert indicator]</i> <i>E.g., Number of seedlings grown in nurseries</i>	<i>[Insert target]</i>
	2.	<i>[Insert indicator]</i> <i>E.g., Number of trees planted</i>	<i>[Insert target]</i>
	3.	<i>[Insert indicator]</i> <i>E.g., Number of community members and volunteers involved in planting trees</i>	<i>[Insert target]</i>
	4.	<i>[Insert indicator]</i> <i>E.g., Number of community members trained in Environmental Conservation/educated by Communication, Education and Public Awareness (CEPA) Programmes</i>	<i>[Insert target]</i>
	6.	<i>[Insert indicator]</i> <i>Number of sites established to support ongoing Citizen Science programmes, facilitating long-term environmental stewardship in the community</i>	<i>[Insert target]</i>
Short to Medium term Outcome	1.	<i>[Insert indicator]</i> <i>E.g., Percentage of trees survival rate</i>	xx%
	2.	<i>[Insert indicator]</i>	≥ xx pax

Category	No.	Indicator	Target
		<i>E.g., Number of community members trained in silviculture practices</i>	

Note: To be discussed by parties: Scope of Work may include Implementation Partner maintaining responsibility for post-AGREEMENT monitoring of the Works for a specified period, as determined by YP, to ensure sustained outcomes.

a. Key Impact Indicator (KII) – Non-Contractual Indicator for YP's Post-PROGRAMME Impact Assessment:

No.	Indicator	Target
1.	<i>E.g., Improvement to ecosystem services (e.g. soil health compared to baseline).</i>	No specific performance targets are assigned to this indicator, as it falls outside the IMPLEMENTATION PARTNERS's contractual period. However, the IMPLEMENTATION PARTNERS shall, upon written notice by Yayasan, provide any requested information related to this indicator, including after the expiry of the AGREEMENT period.
2.	<i>E.g., Presence of wildlife indicators (e.g. increase in species sightings compared to baseline).</i>	

7. The timeline for the performance of the WORKS stipulated above shall be as follows
- The PROGRAMME period shall be [xx] months, within the AGREEMENT PERIOD.
 - For clarity, the 1st month of the timeline shall be according to the effective date of the AGREEMENT.

The example of timeline template is provided below. For ease of ongoing drafting, it is requested that this timeline be shared in an editable format, preferably as an Excel file.

No.	Milestone & Activities	Deliverables	Months				
			1	2	3	4	5
1.	Upon signing of agreement						
2.	Upon approval of Progress Report No. 1 including (but not limited to):						
2a.	<i>[Insert details]</i> <i>E.g., Planning:</i> <i>Conduct site assessment and engagement with relevant local communities</i>	<i>Insert details]</i> <i>E.g.,:</i> 8. <i>Submission of Progress No.1.</i> 9. <i>Necessary written approval and/or permits obtained.</i> 10. <i>Finalisation of 5-year timeline.</i>					
2b.	<i>E.g., Obtain written approval and/or permit from the relevant local authorities</i>	11. <i>xxx community members identified and engaged.</i> 12. <i>Planting site selected.</i> 13. <i>Site visits conducted to monitor the progress at site.</i> 14. <i>Etc.</i>					
3.	Upon approval of Progress Report No.2 including (but not limited to):						
3a.	<i>Insert details]</i>	2. <i>Insert details]</i>					
3b.	<i>Insert details]</i>						
4.	Upon approval of Progress Report No.3 including (but not limited to):						
4a.	<i>[Insert details]</i>	2. <i>[Insert details]</i>					
4b.	<i>[Insert details]</i>						
5.	Upon approval of the Final Report in and achievement of KPI including (but not limited to):						
5a.	Monitoring and impact assessment	4. Submission of Final Report. 5. Completed monitoring and impact assessment. 6. Submission of relevant documentation on achieved KPIs					

ATTACHMENT 2
COST BREAKDOWN AND THE DISBURSEMENT PROCESS

1. Cost Breakdown for the PROGRAMME (this shall be for reference purposes only).

No.	Components	Cost (RM)
1	<i>[Insert details]</i>	<i>[Insert amount]</i>
2	<i>[Insert details]</i>	<i>[Insert amount]</i>
	<i>[Insert details]</i>	<i>[Insert amount]</i>
3	<i>[Insert details]</i>	<i>[Insert amount]</i>
4	<i>[Insert details]</i>	<i>[Insert amount]</i>
5	<i>[Insert details]</i>	<i>[Insert amount]</i>
TOTAL		<i>[Insert amount]</i>

2. Payment and invoice details are as below:

No.	Item	Description
1	Request for funding	Request shall be made through an invoice from Implementation Partner to YAYASAN as per the above schedule for both Operational and Programme Cost Payment should be made to IMPLEMENTATION PARTNER thirty (30) days after undisputed invoice is received by YAYASAN
2	Disbursement	YAYASAN shall process the request and proceed to disburse through Process Director (PD) for the relevant amount of the Fund to Implementation Partner
3	Type of request	To fund Programme cost of IMPLEMENTATION PARTNER for an amount of up to the Fund
4	Designated account details	Bank : <i>[Insert details]</i> Name : <i>[Insert details]</i> Account number : <i>[Insert details]</i>

ATTACHMENT 3

YP'S BRAND IDENTITY SYSTEM

1. Brand application will be updated as and when required by YAYASAN and provided to IMPLEMENTATION PARTNER accordingly

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