

DATED



AGREEMENT

BETWEEN

THE GOVERNMENT OF MALAYSIA  
(represented by the Ministry of International Trade and Industry)

AND

**MALAYSIA PRODUCTIVITY CORPORATION (MPC)**  
**(The Company No. XXXXX (XXXXX-X))**

ON

DISBURSEMENT OF KUMPULAN WANG COVID-19 FUND FOR THE  
IMPLEMENTATION OF RESKILLING AND UPSKILLING PROGRAMME UNDER  
PENJANA INITIATIVE

AMOUNT OF FUNDING : **RINGGIT MALAYSIA FOUR MILLION SIX HUNDRED  
THOUSAND (RM4,600,000.00) ONLY**

AGREEMENT PERIOD : **SEVEN (7) MONTHS (1 JUNE 2022 UNTIL  
31 DECEMBER 2022)**

THIS AGREEMENT is made on ("Agreement")

**Comments by MITI's Legal Office:**

Kindly insert the date of the signing of this Agreement in the above paragraph.

**BETWEEN**

**THE GOVERNMENT OF MALAYSIA**, as represented by the Ministry of International Trade and Industry ("MITI") having its headquarter address at MITI Tower, No.7, Jalan Sultan Haji Ahmad Shah, 50480 Kuala Lumpur ("the Government") of the first part;

**AND**

**MALAYSIA PRODUCTIVITY CORPORATION (MPC) (Company No. XXXXX (XXXXX-X)),** a company limited by guarantee duly incorporated under the Companies Act 2016 [Act 777] having its registered address at **Lorong Produktiviti, Jalan Sultan, 46200 Petaling Jaya, Selangor** ("the Agency") of the other part.

The Government and the Agency shall hereinafter be referred to individually as the "Party" or collectively as the "Parties".

**WHEREAS:**

- A. The Agency is a company limited by guarantee under MITI's supervision, whose objects of its establishment, amongst others, to serve as an information centre, providing advice and assistance in formulating strategies and policies towards achieving MITI's objectives and functions.
- B. Pursuant to *Surat Kelulusan Peruntukan di bawah Kumpulan Wang Covid-19 di bawah Pelan Jana Semula Ekonomi Negara (PENJANA)* dated 17 November 2020, *Surat Kelulusan Peruntukan di bawah Kumpulan Wang Covid-19 Bagi Program Kemahiran Semula dan Peningkatan Kemahiran (Reskilling and Upskilling Programme)* dated 18 December 2020 and ***Surat Kelulusan Bajet 2022: Kelulusan Peruntukan bagi Inisiatif-Inisiatif yang diumumkan dalam Ucapan Bajet 2022*** dated 17 Disember 2021 ("MOF Approval Letter") attached in **Appendix 8**, MITI is the controlling authority for the allocated sum of **RM80 million** of the monies under *Kumpulan Wang Covid-19 (KWC-19)* (hereinafter referred to as "**MITI's approved allocation under KWC-19**") to be utilised for "*Program Kemahiran Semula dan Peningkatan Kemahiran*".
- C. Realising the need to ensure industry's continuous growth and competitiveness, by reskilling and upskilling towards job placement, the Agency has submitted its proposal

to MITI to obtain funding for implementing the programmes as listed in Appendix 1 ("Programmes").

- D. Following thereto, the Government has approved the provision of part of MITI's approved allocation under KWC-19 of up to **Ringgit Malaysia Four Million Six Hundred Thousand (RM4,600,000.00) only** ("Funding") to the Agency for the implementation of the Programme **in year 2022**.
- E. In this regard, the Parties have agreed to enter into this Agreement upon the terms and subject to the conditions contained in this Agreement.

**NOW, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. DEFINITION AND INTERPRETATION**

**1.1 Definition**

Unless the context in this Agreement requires otherwise, the following words shall have its respective meanings as follows:

<b>"confidential information"</b>	means all information (which includes, without limitation, all trade, business and financial information and other commercially valuable information in whatever form) relating to this Agreement that are –  (a) expressly marked as confidential or any other words of similar meaning; (b) manifestly confidential; or (c) stated to be confidential at the time of disclosure and confirmed in writing by the disclosing Party to be confidential upon its disclosure;
<b>"Funding"</b>	means the amount of funding as specified in Clause 4 or any part thereof to be disbursed to the Agency for the purpose of implementing the Programme;
<b>"Intellectual Property Rights"</b>	means the collective intellectual property rights, other than the proprietary rights which already vested in any third party, created or acquired pursuant to the Programme and arising under the laws of any state, country or jurisdiction, which includes as follows:

- (a) all deliverables, reports, information, data and other material compiled, prepared, developed or supplied by the Agency pursuant to this Agreement;
- (b) all copyrights and moral rights in both published and unpublished works and all registrations and applications thereof;
- (c) all classes and types of patents, including but not limited to utility models, utility patents and design patents, patent applications and disclosures;
- (d) all mask works and all registrations and applications thereof;
- (e) all inventions, rights in know-how, trade secrets, and confidential, technical and non-technical information;
- (f) all trademarks, trade names, service marks, trade dress, or other forms of corporate or product identification whether or not registered or registrable; or
- (g) any similar or equivalent rights throughout the world;

**“Programme”** means all programmes and activities to be undertaken by the Agency as listed in the Description of the Programme (attached in **Appendix 1**) and other programme related thereto as prescribed under approved allocation under KWC-19 to MITI which shall be agreed, from time to time, by the Parties in writing; and

**“Unutilised Fund”** means the remaining balance under the Funding which has been disbursed to the Agency that has not been fully utilised, together with all the profit accrued or accumulated from any placement of any part thereof.

## 1.2 Interpretation

Unless the context in this Agreement requires otherwise, the following expressions shall have their respective meanings as follows:

- (a) words denoting singular number include plural number and vice-versa;
- (b) words denoting masculine gender shall include feminine and neuter genders and vice-versa;
- (c) words denoting natural persons shall include anybody of persons, Agency, corporation, firm or partnership, incorporated or unincorporated, and vice versa;

- (d) references to any Clause, Appendix and Schedule are to be construed as clause, appendix and schedule to this Agreement;
- (e) references to any agreement or instrument shall include the amended, novated, supplemented, varied or replaced thereof by the Parties from time to time;
- (f) references to any legislation or to any provision of legislation shall include any statutory modification or re-enactment of that legislation or any legislative provision substituted for, and all regulations and statutory instruments issued under such legislation or provision;
- (g) the headings and sub-headings to any provisions of this Agreement are for convenience of reference only and shall not affect the interpretation and construction of this Agreement;
- (h) where any word, phrase or expression is defined in this Agreement, the definition shall extend to all grammatical variations and cognate expressions of the word, phrase or expression so defined;
- (i) recitals, schedules, annexes, appendices and any document referred herein and any written amendments mutually agreed by the Parties which shall form as the supplementary agreement to this Agreement shall be taken, read and construed as an essential and integral part of this Agreement;
- (j) any technical term not specifically defined in this Agreement shall be construed in accordance with the usage or definition commonly accepted by those in that profession in Malaysia;
- (k) any reference to an "approval" is a reference to an approval in writing and "approved" shall be construed accordingly; and
- (l) reference to any "day", "week", "month" or "year" is a reference to that day, week, month or year in accordance with the Gregorian calendar; and
- (m) reference to any "**working day**" shall mean a day when the banks are open for business in Wilayah Persekutuan.

### 1.3. Entire Agreement

- (a) This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior representations, undertakings, proposals, discussions and communications between the Parties whether oral or in writing, expressed or implied.

- (b) In the event of any conflict between the provisions of this Agreement and any schedules or documents as attached herein, the provisions of this Agreement shall supersede to the extent of such conflict and take precedence.

## **2. SCOPE OF AGREEMENT**

The Government hereby makes available the Funding to the Agency and the Agency hereby accepts the responsibility for the accountable and proper use and administration of the Funding for the successful implementation of the Programme which shall be carried out within its respective timelines as specified in the Implementation Schedule of the Programmes (attached in **Appendix 2**), **which may be amended by mutual agreement of the Parties in writing**, pursuant to the terms and conditions of this Agreement.

## **3. AGREEMENT PERIOD**

- 3.1 This Agreement shall become effective on **1 June 2022** ("Effective Date") for a period of **seven (7) months** ("Agreement Period") and shall expire on **31 December 2022** ("Expiry Date"), unless this Agreement is terminated earlier pursuant to the terms and conditions of this Agreement.
- 3.2 The Agency may, with reasonable cause, apply to the Government in writing for an extension of the Agreement Period within one (1) month prior to the Expiry Date.
- 3.3 The Government shall have the absolute discretion to consider such application. If the Government agrees to grant such extension of the Agreement Period, the Parties shall, as soon as reasonably practicable, negotiate the terms and conditions of the proposed extension of the Agreement Period and shall reflect their agreement on any new terms by signing a supplementary agreement not later than fourteen (14) days prior to the Expiry Date. If the Parties fail to reach an agreement, this Agreement shall automatically end on the Expiry Date.

## **4. AMOUNT OF THE FUNDING**

- 4.1 Subject to the availability of funds and the terms and conditions of this Agreement, the Government will make available MITI's approved allocation under KWC-19 to the Agency, in tranches, for an amount of up to **Ringgit Malaysia Four Million Six Hundred Thousand (RM4,600,000.00) only**.

- 4.2 The Funding shall be managed prudently and utilised by the Agency exclusively for the sole purpose of funding the costs and expenses relating to the implementation of the Programme, as specified in the Itemisation of the Funding (attached in **Appendix 3**).

## **5. DISBURSEMENTS OF THE FUNDING**

- 5.1 Subject to Clause 5.2, the Government will disburse the Funding to the Agency in the following manner by remitting such amount to the Agency:

- (a) first disbursement will be made in the amount equivalent to projection requested by the Agency for year **2022** of the Funding ("First Disbursement"); and
- (b) subject to the availability of funds, the subsequent Funding will be disbursed to the Agency in tranches and according to the Agency's Proposed Cash Projection ("Cash Projection") (attached in **Appendix 7**) PROVIDED that the Agency has incurred actual expenditure for more than eighty percent (80%) of any previous disbursement.

- 5.2 Upon request for disbursement by the Agency, each disbursement under the Funding will be made within thirty (30) days after the receipt by the Government all documents as specified below:

- (a) in respect of the First Disbursement—
  - (i) a completed notice of request for disbursement, in the form set out in **Appendix 4**, duly signed by the Agency's authorised signatory ("Request Notice");
  - (ii) an original copy of this Agreement which has been duly executed and stamped; and
  - (iii) other relevant documents as required by the Government.
- (b) in respect of the remaining amount to be disbursed under the Funding—
  - (i) a completed Request Notice, duly signed by the Agency's authorised signatory;
  - (ii) verified and updated expenditure report and account statement;
  - (iii) relevant receipts, invoices or other documentary evidence of payment made by the Agency for the expenses incurred under the previous disbursement;

(iv) relevant reports and other documentation as listed in the List of Documentation (attached in **Appendix 5**) ("Documentation") pursuant to its respective due dates as determined by the Government which certify that expenditure on the Programme has been duly incurred and the respective completed progressive activities of the Programme; and

(v) other supporting documents as may be required by the Government.

5.3 For the avoidance of doubt, subject to absolute discretion of the Government, any Unutilised Fund shall be returned to the Government.

## **6. REPRESENTATIONS AND WARRANTIES OF THE AGENCY**

6.1 The Agency acknowledges that the Government has entered into this Agreement and agreed to make available the Funding in full reliance on the Agency's representations and warranties as follows:

- (a) it is an entity with independent legal personality duly established and validly existing under the laws of Malaysia;
- (b) it has the power and authority to enter into and bound by this Agreement, to exercise its rights, to perform its obligations and to carry out the transactions and its business as contemplated by this Agreement;
- (c) it has taken all appropriate and necessary actions within its power and authority for the execution of this Agreement and performance of its obligations under this Agreement;
- (d) neither the execution of this Agreement nor the performance of any obligations contemplated herein will contravene or constitute a default under any provisions contained in any agreement with third party(ies), instrument, judgment, order, license, permit or consent by which it is bound or affected;
- (e) no litigation, arbitration, claim, dispute or administrative proceeding is presently in progress or pending, to the best of its knowledge, threatened against it or any of its assets or which is likely to have a material adverse effect upon it or its ability to perform its obligations under this Agreement;
- (f) this Agreement constitutes legal, valid and binding obligations which is enforceable against the Agency in accordance with its terms and conditions and no applicable laws or order issued by any competent authority would prevent it from discharging its obligations under this Agreement;

- (g) no corrupt practices or unlawful or illegal activities has been used to secure this Agreement; and
- (h) it has the technical skill and expertise to perform its obligations under this Agreement.

6.2 The Agency further represents and warrants to the Government that the representations and warranties set out in this Clause shall remain true and correct in all material respects throughout the Agreement Period.

## **7. THE AGENCY'S OBLIGATIONS**

7.1 The Agency shall, at its own risk, cost and expense, carry out the following obligations:

- (a) manage and administer the Funding as entrusted by the Government in a professional, prudent and accountable manner;
- (b) utilise the Funding or any part thereof for the sole purpose of implementing the Programme;
- (c) carry out and complete all Programme(s) within its respective timelines as specified in the Implementation Schedule of the Programme in strict compliance with all related industry standards, applicable laws, rules and regulations of any competent authority;
- (d) exercise all reasonable skill, care and diligence in implementing the Programme for the best interest of the Government;
- (e) provide efficient, suitably qualified and experienced personnel and acceptable to the Government to implement the Programme;
- (f) nominate any of its employees to liaise, co-ordinate, monitor, supervise and be in charge of communication and interaction with the Government in respect to this Agreement;
- (g) take all necessary measures, if necessary, to engage with any third party as competent service provider for the implementation of the Programme ("Service Provider") and to ensure that all contractual arrangements to be entered into with the Service Provider are in line with the terms and conditions of this Agreement;
- (h) immediately inform the Government and conduct necessary actions in accordance with its standard practice in the event the Funding has not been

utilised for the purpose of the Programme pursuant to the terms and conditions of this Agreement or has been utilised for any illegal or corrupt activities;

- (i) keep adequate books and records relating to the Programme in the manner as specified in Clause 9; and
- (j) prepare and submit all Documentation to the Government specifying its respective details of content within the relevant timeline as required under this Agreement and other documentation in relation to the Programme as requested by the Government from time to time.

## **8. REPORTING**

### **8.1 Monthly Reports**

The Agency shall submit monthly reports to the Government, not later than the fifteenth (15<sup>th</sup>) day of each month, specifying status on implementation progress of the Programme, status of expenditure incurred and cash flow statement.

### **8.2 Completion Report**

Upon completion of the Programme, the Agency shall, not later than thirty (30) days from the Expiry Date, submit to the Government a final report of the Programme on the overall assessment thereof with particular focus on the Agency's findings and recommendation based on the Agency's analysis when results, impact achievements, outputs, outcomes and lessons learned as specified in the Evaluation of the Programme (attached in **Appendix 6**) ("Completion Report"). The Completion Report shall be submitted in a format acceptable to the Government.

### **8.3 Variation on Reporting Requirement and Method**

The reporting requirements and methods during the implementation of the Programmes may be varied as agreed in writing by the Parties and such variations shall supersede the reporting requirements and methods prescribed under this Agreement."

Formatted: Justified

## **9. INFORMATION AND RECORD**

9.1 The Agency shall furnish the Government all information in relation to the implementation of the Programme as the Government may request.

9.2 The Agency shall, at all times, keep and maintain accurate, systematic, updated and adequate records, documentation and accounting system on a basis consistently

applied in compliance with all relevant laws and generally accepted accounting principles and practices in Malaysia, which shall be sufficient to provide explanation of the following:

- (a) all expenditures incurred in relation to the Funding or any part thereof;
- (b) technical progress and performance of the Programme;
- (c) contractual arrangements with any third party(ies) relating to the Programme; and
- (d) all transactions related to the Programme as identified and reported pursuant to this Agreement.

9.3 The Agency shall:

- (a) at all times permit the Government, its officers, employees, agents or its authorised representatives to have access to the Agency's premises, to enter and remain in any part of the premises; and
- (b) render all reasonable and necessary assistance to enable those officers, employees, agents or authorised representatives of the Government to examine, inspect and take copies of any records or reports maintained pursuant to this Agreement or which in the opinion of the Government are considered relevant to the Funding and the Programme.

9.4 The Agency shall, unless the Government otherwise agrees in writing, retain all records and accounts relating to the Programme for seven (7) years after the completion of the Programme or earlier termination of this Agreement.

## 10. MONITORING MECHANISM BY THE GOVERNMENT

10.1 The Government shall establish a monitoring mechanism for the following purposes:

- (a) to ensure that the Funding is utilised by the Agency responsibly in a transparent and efficient way;
- (b) to ensure that the Funding have been utilised in accordance with the terms of this Agreement;
- (c) to review and assess each request for disbursement of the Funding based on the current and projected expenditure on the Programme, including progress of targeted milestones, key performance indicators (KPIs) and other scheduled deadlines to be agreed upon by the Parties;

- (d) to review overall performance against the Funding and suggest any action necessary to ensure the expenditure incurred relation to the Programme shall not exceed the Funding disbursed;
- (e) to ensure that the implementation of the Programme meets the standards as determined by the Government and adheres to the terms of this Agreement; and
- (f) to monitor and evaluate the progress of the Programme and its outcome from time to time.

10.2 The Government, and its authorised representative, shall undertake the following responsibilities to ensure successful implementation of the Programme:

- (a) to provide guidance, direction and approved milestone for the overall implementation of the Programme;
- (b) to monitor the overall implementation of the Programme ensuring the Government's interests are reasonably protected and the objectives and outcome of the Programme are met;
- (c) to peruse all documentation submitted by the Agency in order to determine the development status of the Programme and identify problems relating to the development of the Programme to ensure such problems could be rectified and the implementation of the Programme would not be affected in any way; and
- (d) any other monitoring mechanism as deemed necessary by the Government.

## **11. AUDIT**

11.1 The Government, Auditor General of Malaysia or their respective authorised representatives may conduct performance audits and assessment on the Agency, which may include as follows:

- (a) the conduct and management of the Programme;
- (b) the performance of the Programme and all expenditure incurred by the Agency relating to the Programme;
- (c) the accuracy of all reports as submitted by the Agency pursuant to this Agreement; and

- (d) any other matters determined by the Government relating to the Programme and the Funding.

11.2 The Agency shall, at its own non-reimbursable cost and within a reasonable period, co-operate with the Government or its authorised representative by—

- (a) providing all reasonable assistance, including access to its premises;
- (b) responding to all reasonable requests and enquiries; and
- (c) providing any relevant information,

relating to the Programme and the Funding.

## **12. INTELLECTUAL PROPERTY RIGHTS**

12.1 The Government agrees that the ownership of all Intellectual Property Rights shall vest in the Agency, for the benefit of the Government.

12.2 The Agency shall take all steps and actions, at its own cost and expense, to ensure the whole or any portion of the Intellectual Property Rights are duly registered, protected and enforceable within Malaysia.

12.3 The Agency shall notify the Government in writing within sixty (60) days after the Expiry Date if such Intellectual Property Rights has been duly registered.

12.4 The Agency shall grant the Government, at all times, an irrevocable, perpetual, non-exclusive, transferable, fully-paid up, royalty-free licence to do all acts comprised in the Intellectual Property Rights, save for the third-party material as already registered under the third-party.

12.5 The Agency shall, at its own cost and expense, fully indemnify the Government, its agents and employees, at all times against any claim and liabilities arising out of the infringement of any Intellectual Property Rights or moral rights of any person caused by the Government's use of that material.

12.6 The Agency shall ensure that the intellectual property clause in the other agreement(s) to be entered into by the Agency with other third party(ies) is in accordance with this Clause.

## **13. TERMINATION**

### **13.1 Termination by the Government for Non-Performance by the Agency**

(a) If the Agency —

- (i) suspends or abandons the Programme or any part thereof for a continuous period of thirty (30) days;
- (ii) fails to complete or perform the Programme in accordance with this Agreement;
- (iii) has used or utilised the Funding or any part thereof in a manner inconsistent with the purpose of the Funding as stipulated under this Agreement;
- (iv) has provided false or fraudulent information to the Government;
- (v) persistently neglects, refuses or fails to carry out its obligations under this Agreement; or
- (vi) breaches any of its obligations or fails to comply with, or fails to perform any other terms and conditions of this Agreement,

then, the Government shall issue a written notice of default to the Agency specifying the default and requiring the Agency to remedy such default within thirty (30) days from the date of the notice of default or any other reasonable period as agreed by the Government.

- (b) If the Agency fails to remedy such default within such period as notified or agreed by the Government, the Government shall thereafter terminate this Agreement with immediate effect by issuing a written notice of termination to that effect to the Agency.

### **13.2 Termination by the Government on the Occurrence of General Default by the Agency**

The Government shall terminate this Agreement immediately by issuing a written notice of termination to that effect to the Agency, if—

- (a) an order is made, or a resolution is passed for the Agency's dissolution, except for the purpose of reconstruction or amalgamation that does not involve realization of assets in which the interest of the Government is still protected;
- (b) save with the prior consent of the Government, any step or legal proceedings started or threatened for the dissolution of the Agency or for the appointment of a receiver, manager, special administrator, trustee or similar official over any of its assets or undertakings;

- (c) the Agency enters into any arrangement, composition or assignment for the benefit of its creditors or any class of them; or
- (d) execution is levied against a substantial portion of the Agency's assets, unless it has instituted proceedings in good faith to set aside such execution.

### **13.3 Termination on National Interest**

- (a) Notwithstanding any provisions in this Agreement, the Government may terminate this Agreement by issuing a written notice of termination with immediate effect to the Agency (without any obligation to give any reason thereof) if the Government considers that such termination is necessary in the national or public interest or national security or for the purpose of the Government policy or public policy.
- (b) For the purpose of this Clause, the determination of what amounts to “national or public interest”, “national security”, “Government policy” and “public policy” shall be made solely by the Government which may include but not limited to change of policy, insufficient or lack of funding and such determination shall for all intents and purposes be final and conclusive and shall not be challenged in any manner whatsoever.

### **13.4 Termination on Corruption, Unlawful or Illegal Activities**

Without prejudice to any other rights of the Government, if the Agency, its personnel, agent or employee is convicted for corruption under the Malaysian Anti-Corruption Commission Act 2009 [Act 694] or found to commit any unlawful or illegal activities in relation to this Agreement or any other agreement that the Agency has entered into with the Government, the Government shall terminate this Agreement at any time by issuing a written notice of termination to the Agency with immediate effect.

## **14. CONSEQUENCE OF THE EXPIRATION OR TERMINATION**

14.1 Unless otherwise required under this Agreement, upon the Expiry Date or the early termination of this Agreement, then the rights and obligations of the Parties, whichever applicable, are as follows:

- (a) The Agency shall, at no cost and expense to the Government—
  - (i) cease immediately to perform any remaining activities under the Programme and other obligations as specified under this Agreement;

- (ii) return the Unutilised Fund to the Government within thirty (30) days from thereof and other amount which has become due and owing to the Government as at the applicable date thereof. Until such amount is returned in full to the Government, the same shall become a debt due and payable to the Government;
  - (iii) hand over to the Government, within fourteen (14) days thereof, all Documentation, reports, information, data and other Intellectual Property Rights as compiled, prepared, developed or acquired by the Agency relating to the Programme;
  - (iv) submit to the Government, within thirty (30) days, the detailed reports of the costs and expenses on the implementation of completed Programmes and all amount which has become due and owing to the Government as at the applicable date thereof or any other reasonable period as agreed by the Government;
  - (v) not be entitled to claim any costs, expenses or losses including loss of profits, damages or compensation; and
  - (vi) terminate all third-party contracts entered into by the Agency for the purpose of undertaking the Programme and the Government shall not be liable for any termination costs arising thereby and shall be indemnified and held harmless by the Agency in respect thereto.
- (b) the Government shall –
- (i) cease the disbursement of the remaining Funding;
  - (ii) be entitled for all losses and damages suffered, costs and expenses incurred by the Government as a result of the default caused by the Agency as determined under Clause 13, except if termination of this Agreement is determined under Clause 13.3;
  - (iii) claim against the Agency for the Unutilised Fund and all other monies owing and due from the Agency under this Agreement; and
  - (iv) if there are any monies owing by the Agency to the Government which have fallen due and payable, retain or set-off any other monies due to the Agency under this Agreement or any other binding agreement.

14.2 For the avoidance of doubt, the Parties agree that the Agency shall not be entitled to any compensation or any other form of losses including loss of profits, damages, claims or whatsoever upon any termination of this Agreement.

14.3 Notwithstanding the foregoing under this Clause, the expiry or early termination of this Agreement shall not affect or prejudice the rights and liabilities of any Party which have accrued prior to the Expiry Date or the early termination of this Agreement, whichever is applicable.

14.4 The Parties' rights and obligations under the respective Clauses on Reporting, Information and Record, Audit, Intellectual Property Rights, Confidentiality, this Clause and other provision as expressly stated under this Agreement shall survive the expiry or early termination of this Agreement.

## 15. FORCE MAJEURE

15.1 Neither the Government nor the Agency shall be in breach of its obligation under this Agreement if it is unable to perform or fulfil any of its obligations under this Agreement (or any part of them) as a result of the occurrence of an Event of Force Majeure. An event of "force majeure" shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall mean-

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, or acts of terrorism;
- (b) ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
- (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (d) natural catastrophe including but not limited to earthquake, floods, subsidence, and subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather;
- (e) riot, commotion and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of the Agency or the Government which causes, or can reasonably be expected to cause any party to fail to comply with its obligations;
- (f) pandemic or endemic; or
- (g) any other unforeseeable event which fulfils the criteria as set forth below:

Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent: Left: 0 cm, Hanging: 1.25 cm, Space After: 0 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.63 cm + Indent at: 1.9 cm, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Tab stops: Not at 0.25 cm + 1.27 cm + 2.54 cm + 3.81 cm + 5.08 cm + 6.35 cm + 6.46 cm + 7.62 cm + 8.89 cm + 10.16 cm + 11.43 cm

Formatted: Font: (Default) Arial, 12 pt

- (i) beyond the reasonable control of the Party affected by such event, circumstance or combination of events or circumstances;
- (ii) which was not foreseeable or, if foreseeable, could not have been prevented or avoided or overcome by the affected Party having taken all reasonable precautions and due care;
- (iii) which directly causes the affected Party to be unable to comply with all or a material part of its obligations under this Agreement; and
- (iv) which is not the direct result of a breach by the affected party of its obligations under this Agreement.

**PROVIDED THAT** an event of Force Majeure shall not include economic turndown, non-availability of or insufficient of funds or lack of financing on the part of the Agency to perform its obligation under this Agreement.

~~15.1 Other than the obligation to make payment for any monies due as determined under this Agreement, no Party shall be deemed in breach or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by the occurrence of an event which is beyond the control of the affected Party ("event of Force Majeure"). The event of Force Majeure shall include, without limitation, as follows:~~

- ~~(a) war (whether declared or not), hostilities, invasion, armed conflict, acts of foreign enemy, insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;~~
- ~~(b) ionising radiation or contamination from any nuclear waste, nuclear material, radioactive material, or other hazardous properties of nuclear or irradiation installation or their component thereof;~~
- ~~(c) natural catastrophe including but not limited to earthquake, flood and subterranean spontaneous combustion subsidence, lightning, or exceptionally inclement weather;~~
- ~~(d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; or~~
- ~~(e) riot, commotion, or disorder affecting the performance of this Agreement which is not caused by either Parties.~~

~~15.2 For the avoidance of doubt, economic downturn, non-availability, insufficient of funds or lack of financing on part of any Party shall not be construed as an event of Force Majeure.~~

**Comments by MITI's Legal Office:**

Kindly note that the above sub-clause had been amended in line with the latest provision relating to *force majeure* as approved by the Attorney General's Chambers.

~~45.4~~15.2 If either Party alleged that an event of Force Majeure has occurred which affect the performance of its obligations under this Agreement, the affected Party shall immediately notify the other Party in writing of the occurrence of the event of Force Majeure by providing full details thereof and all reasonable measures have been taken by the affected Party to mitigate or to reduce any delay or interruption to the implementation of the Programme. If the other Party does not agree that such event constitutes an event of Force Majeure, then the dispute shall be dealt pursuant to Clause 16.

~~45.2~~15.3 If the Parties agree that the event of Force Majeure has occurred and the affected Party reasonably considers the severity of such event of Force Majeure may frustrate the original intention of this Agreement or be continuing for a period of more than ~~six~~three (63) months, then the Parties may mutually terminate this Agreement.

**Comments by MITI's Legal Office:**

Kindly note that the above amendment has been made taking into consideration that the Agreement Period is only for 7 months.

~~45.3~~15.4 If this Agreement is terminated pursuant to this Clause, all rights and obligations of the Parties shall cease, and no Party shall have any claims against each other, save and except for any other rights and liabilities accruing in respect of any antecedent breach.

~~45.4~~15.5 For the avoidance of doubt, the Parties shall continue to perform other obligations which are not affected, delayed or interrupted by such event of Force Majeure and shall, pending the outcome of this Clause, continue in full force and effect.

## **16. DISPUTE RESOLUTION COMMITTEE**

16.1 Any dispute or claim between the Parties arising out of or relating to this Agreement (except in relation to the Government's rights in exercising its sole discretion under this Agreement) shall be referred to a dispute resolution committee ("Dispute Resolution Committee").

16.2 The Dispute Resolution Committee shall be established and comprised of, as follows:

- (a) the Deputy Secretary-General of MITI, as the Chairman;
- (b) one (1) representative to be appointed by the Government; and
- (c) one (1) representative to be appointed by the Agency.

16.3 The Dispute Resolution Committee may appoint an independent expert in the relevant field to advise them on the matter referred to them.

16.4 The Dispute Resolution Committee shall determine its own procedure which shall be adhered to by the Parties and shall initiate the process of negotiation among the Parties with the objective to achieve an amicable settlement between the Parties.

16.5 Every member of the Dispute Resolution Committee, including the Chairman, shall have one (1) vote each.

16.6 Any decision made by the Dispute Resolution Committee, which is agreeable by the Parties, shall constitute a full and final settlement of the dispute or claim and shall be binding upon the Parties.

16.7 Such dispute or claim as referred to the Dispute Resolution Committee shall not be treated as a waiver by the Parties to perform their respective continuing obligations under this Agreement, other than the obligation which relate to the matter referred to them.

16.8 All costs, fees and expenses incurred pursuant to this Clause including the fees charged for the appointment of the independent expert, shall be borne equally by the Parties.

16.9 If such dispute or claim as referred to the Dispute Resolution Committee could not be resolved within thirty (30) days from the date of referral, then either Party may initiate to refer that dispute or claim to arbitration proceeding as specified under this Agreement.

## **17. ARBITRATION**

17.1 Subject to compliance with Clause 16, any dispute or claim arising out of or relating to this Agreement may be referred to an arbitration proceeding.

17.2 If the Parties fail to agree on the appointment of the arbitrator within thirty (30) days from such nomination, then upon the application of either Party, an arbitrator may be

appointed by the Director of the Asian International Arbitration Centre (Malaysia) subject to the Arbitration Act 2005 [Act 646]. The language to be used in the arbitral proceeding shall be in English.

17.3 The award of the arbitrator shall be final and binding upon the Parties.

17.4 Any cost and expense arising out of the arbitral proceeding shall be borne equally by the Parties.

17.5 Such dispute or claim as referred to the arbitration proceeding pursuant to this Clause shall not be treated as a waiver by the Parties from performing their respective continuing obligations under this Agreement.

## **18. CONFIDENTIALITY**

18.1 Except with prior written approval from the Government, the Agency and its personnel, agents or employees shall not, at any time—

- (a) communicate to any person or body or entity, any confidential information disclosed to them relating to this Agreement or discovered by them in the course of performing their respective obligations under this Agreement;
- (b) publicise any related confidential information including the recommendations, assessments and opinions formulated in the course of performing their respective obligations under this Agreement;
- (c) make or cause to be made any press statement relating to the Funding;
- (d) publish or cause to be published any material whatsoever relating to the Funding; or
- (e) make use of the Documentation for the purposes other than that stipulated in this Agreement.

18.2 This sub-clause shall not apply to such information which—

- (a) is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause;
- (b) is already known to the other party to whom it is disclosed to, at the time of disclosure;
- (c) is independently developed without benefit of the confidential information of the other party; or

- (d) already in the possession of the Agency without restriction before the date of receipt from the other party subject to the right of the Government to re-classify certain information as confidential.

18.3 In the event that the Agency receives a request to disclose all or any part of any confidential information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by the Agency shall not constitute a violation of this Agreement provided that—

- (a) the Agency promptly notifies the Government of the existence, terms and circumstances surrounding such request;
- (b) the Agency consults with the Government on taking any reasonable and available legal steps to resist or narrow, such request; and
- (c) the Agency exercises its best efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to the information to be disclosed.

## **19. INDEMNITY**

19.1 The Agency agrees with the Government that-

- (a) The Agency shall perform all of its obligations under this Agreement at its own risk and shall, to the fullest extent permitted by law, release the Government, its agents and employees from all claims and demands of every kind resulting from any accident, damage, injury or death arising from the implementation of the Programme which the Government shall have no responsibility or liability whatsoever in relation to such accident, damage, injury or death; and
- (b) The Agency shall indemnify and keep indemnified the Government from and against all actions, suits, claims or demands, proceedings, losses, damages, compensation, costs (including legal cost), charges and expenses whatsoever to which the Government shall or may be or become liable in respect of or arising from:
  - (i) the negligent use, misuse or abuse by the Agency, its personnel, agents or employees in carrying out the Agency's obligations pursuant to this Agreement;
  - (ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed to, by

carrying out its obligations under this Agreement to any person and not caused by the negligence or wilful act, default or omission on part of the Government, its agents or employees; or

- (iii) any loss, damage or injury from any cause whatsoever to property or persons affected by the implementation of the Programme to the extent to which the same is occasioned or contributed to by the act, omission, neglect, breach or default on part of the Agency, its personnel, agents or employees.

19.2 The obligations under this Clause shall survive the expiry or termination of this Agreement in respect of any act, deed, matter or thing which occurs prior to the Expiry Date or the early termination of this Agreement.

## **20. ADVERTISEMENT**

No advertisement in respect of this Agreement shall be published by the Agency or with the Agency's authority in any newspaper, magazine or in any form of advertisement without prior written approval from the Government.

## **21. ASSIGNMENT**

The Agency shall not assign, transfer, novate, pledge or make any disposition in whole or any part, any of the rights, benefits, claims or obligations under this Agreement to any third party without the Government's prior written approval.

## **22. REVISION, MODIFICATION AND AMENDMENT**

No revision, modification or amendment of any provision under this Agreement shall have any legal effect and force unless such revision, modification or amendment is mutually agreed by the Parties by way of a written supplementary agreement specifically referring to this Agreement and duly signed by the Parties.

## **23. NOTICES**

23.1 Any notice, approval, consent, request or other communication required, authorised or permitted to be issued or made under this Agreement shall be in writing in the National language or English language and shall be deemed duly issued or made if delivered or sent by Acknowledge Receipt Registered Post (A.R Registered Post), by hand, facsimile or electronic mail to the respective address as specified below:

(i) For the Government

Address : Secretary-General  
Ministry of International Trade and Industry  
Menara MITI, No.7 Jalan Sultan Haji Ahmad Shah,  
50480 Kuala Lumpur  
(Attention: Director, Trade and Industry Related Emerging  
Issues Division)

Telephone No. : 603-6200 0523  
Facsimile No. : 603-6206 3480

(ii) For the Agency

Address : Director General  
Malaysia Productivity Corporation (MPC)  
Lorong Produktiviti, Jalan Sultan  
46200 Petaling Jaya  
Selangor

Telephone No. : 603-7955 7266  
Facsimile No. : 603-7957 8068

23.2 Either Party shall notify the other Party if there is any change of address by giving a written notice within fourteen (14) days of such change.

**24. GOVERNING LAW**

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

**25. COSTS AND STAMP DUTY**

The Agency shall solely bear all costs and fees arising out of the preparation and execution of this Agreement and stamp duty chargeable on this Agreement.

**26. COMPLIANCE WITH LAWS**

The Agency shall comply with all applicable laws, relevant statutory requirements, standards, guidelines, directions, policies, procedures and instructions issued by the Government or by other competent authority relevant to the conduct of its business in carrying out its obligations under this Agreement.

## **27. TIME**

Time and period as specified under this Agreement shall be of the essence of this Agreement.

## **28. SEVERABILITY**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable under the applicable laws due to any reason whatsoever, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been comprised as part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

## **29. WAIVER**

- 29.1 Any waiver of the Government's rights under this Agreement shall not be valid unless a written approval is obtained from and signed by the Secretary-General of MITI or by any officer specifically authorised by him to do so.
- 29.2 The failure or delay by either Party to exercise or enforce, at any time, any right, power, privilege or remedy as provided under this Agreement, shall not constitute a waiver to exercise or enforce such terms and conditions of this Agreement.

## **30. RELATIONSHIP BETWEEN THE PARTIES**

Nothing contained in this Agreement shall be construed as establishing or creating an agent-principal relationship, entering into a partnership or a joint venture between the Parties or any other person/entity involved in the implementation of the Programme. No Party shall have the right, power or authority to create any obligation or duty, whether express or implied, or to bind on behalf of other Party or any other person/entity.

## **31. BINDING ON SUCCESSORS**

This Agreement shall be binding upon the respective Parties' successors in title and permitted assigns in accordance with their respective interests.

**[END OF CLAUSES]**

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

THE GOVERNMENT

SIGNED for and on behalf of )  
 )  
THE GOVERNMENT OF MALAYSIA ) DATUK LOKMAN HAKIM BIN ALI  
 ) 700911-05-5393  
 ) SECRETARY-GENERAL  
 ) MINISTRY OF INTERNATIONAL  
 ) TRADE & INDUSTRY

in the presence of: )  
 )  
 )  
 )  
 )  
 )

THE AGENCY

Signed for and on behalf of )  
MALAYSIA PRODUCTIVITY )  
CORPORATION (MPC) )  
(Company No. xxxxx) )  
 )  
 )

In the presence of: )  
 )  
 )  
 )  
 )

APPENDIX 1

DESCRIPTION OF THE PROGRAMME

NO.	PROGRAMME	DESCRIPTION	OBJECTIVES
1	MPC to provide details		
2	MPC to provide details		

## APPENDIX 2

### IMPLEMENTATION SCHEDULE OF THE PROGRAMME

MPC to provide details/ Gantt Chart

APPENDIX 3

ITEMISATION OF THE FUNDING

NO.	PROGRAMME	BUDGET (RM)
1	MPC to provide details	
2	MPC to provide details	
	Maximum Amount (RM)	4,600,000.00

## APPENDIX 4

### **NOTICE OF DISBURSEMENT REQUEST FORM**

(referred to in Clause 5)

(to be transcribed on the Agency's letterhead)

To: The Government of Malaysia  
Secretary-General  
Ministry of International Trade and Industry  
**(Attention: Director, Trade and Industry Related Emerging Issues Division)**

Date: [Insert date]

Dear Sirs,

**THE AGREEMENT ON THE DISBURSEMENT OF KUMPULAN WANG COVID-19 ("KWC-19") ALLOCATED IN 2020 FOR RESKILLING AND UPSKILLING PROGRAMME UNDER PENJANA INITIATIVE ("the Government") AND MALAYSIA PRODUCTIVITY CORPORATION ("the Agency") DATED ..... ("Funding Agreement")**

#### **- Request for Disbursement of Funding**

---

We refer to the abovementioned Funding Agreement in which the Government has allocated a funding with maximum amount of **Ringgit Malaysia .....** only to us for implementing the Programme.

2. Unless otherwise defined herein, terms defined in the Funding Agreement shall have the same meanings when used in this Notice of Request for Disbursement ("Notice").

3. Pursuant to Clause 5 of the Funding Agreement, we hereby request for a disbursement under the Funding in the amount of **Ringgit Malaysia [insert] (RM [insert])** only for the implementation of the Programme.

4. We further confirm that our representations and warranties as stated in the Funding Agreement are, as at to date, true and accurate in all respects.

5. Enclosed herewith are duly certified copies of the relevant documents as required under the Funding Agreement to support our proposed request for the disbursement mentioned herein.

6. This Notice shall be read and construed as an integral part of the Funding Agreement.

Yours faithfully,

.....  
Authorised signatory of  
**MALAYSIA PRODUCTIVITY CORPORATION**  
[name]  
[designation]  
[date]

## APPENDIX 5

### **LIST OF DOCUMENTATION**

The Agency shall provide the following documentation:

- (a) all relevant findings, data, reports, materials and recommendations evidencing progress of performance in implementing the respective activities under the Programme;
- (b) all reports as required under this Agreement; and
- (c) other relevant documentation in relation to the Programme as required by the Government from time to time.

**APPENDIX 6****EVALUATION OF THE PROGRAMME**

The following minimum target outputs and outcomes pursuant to the implementation the Programme shall be achieved by the Agency upon the completion of the Programme:

NO.	PROGRAMME	MINIMUM TARGET OUTPUT	OUTCOME
1	MPC to provide details		
2	MPC to provide details		

APPENDIX 7

**CASH PROJECTION**

NO.	AGENCY	PROGRAMME PROPOSAL	TARGETED PARTICIPANTS	BUDGET (RM)	TOTAL BUDGET (RM)	CASH FLOW PROJECTION		
						2022 (Month - Month) (RM)	2022 (Month - Month) (RM)	2022 (Month - Month) (RM)
1		MPC to provide details						
2		MPC to provide details						
TOTAL								

## APPENDIX 8



KEMENTERIAN KEWANGAN MALAYSIA  
KOMPLEKS KEMENTERIAN KEWANGAN  
NO.5, PERSIARAN PERDANA, PRESINT 2  
PUSAT PENTADBIRAN KERAJAAN PERSEKUTUAN  
62592 PUTRAJAYA

Tel : 03-8000 8000  
Faks : 03-8882 4352  
Web : www.treasury.gov.my

MOF.NBO.600-10/1/151 ( )  
17 November 2020

Ketua Setiausaha  
Kementerian Perdagangan Antarabangsa dan Industri  
Bahagian Kewangan  
Menara MITI No. 7, Jalan Sultan Haji Ahmad Shah  
50480 KUALA LUMPUR  
(u.p.: En. Kalithasan Kaliappan)

Tuan,

### KELULUSAN PERUNTUKAN DI BAWAH KUMPULAN WANG COVID-19 DI BAWAH PELAN JANA SEMULA EKONOMI NEGARA (PENJANA)

Dengan segala hormatnya saya merujuk kepada surat Kementerian Perdagangan Antarabangsa dan Industri (MITI) bertarikh 13 Julai 2020 mengenai perkara di atas.

2. Selaras dengan langkah dalam Pelan Jana Semula Ekonomi Negara (PENJANA), Kementerian Kewangan telah meneliti permohonan tersebut dan bersetuju meluluskan peruntukan sebanyak **RM78 juta** kepada MITI bagi tujuan ini. Justeru itu, penyaluran peruntukan melalui Kumpulan Wang COVID-19 bagi tahun 2020 adalah seperti berikut:

BIL	KOD PROGRAM	TUJUAN	PERUNTUKAN (RM)	Kod Pegawai Pengawal	Kumpulan PTJ Penerima
1	P99004000241117	Program Kemahiran dan Peningkatan Kemahiran: MITI	3,578,200.00	C4	33110111

3. Kementerian dimohon untuk membuat perakuan penerimaan Waran Peruntukan Kecil (WPK) melalui iGFMS dengan kadar segera. Kelulusan ini hanya tertakluk kepada perbelanjaan-perbelanjaan yang telah diluluskan seperti di atas sahaja dan tidak dibenarkan dipindahkan untuk perbelanjaan-perbelanjaan lain.

4. Selaras dengan itu, kementerian adalah dimohon untuk memastikan keperluan pembayaran tersebut dibuat dengan kadar segera dan Kementerian Kewangan memandang serius isu kelewatan bayaran kepada kontraktor/pembekal. Kementerian juga diingatkan untuk memastikan semua perbelanjaan dibuat secara teratur dan mematuhi tatacara kewangan yang sedang berkuat kuasa.

Sekian, terima kasih.

**"BERKHIDMAT UNTUK NEGARA"**

Saya menjalankan amanah,

  
(JOHAN MAHMOOD MERICAN)  
Pejabat Belajawan Negara  
b.p. Ketua Setiausaha Perbendaharaan  
☎ : 03-8882 3838 📠 : 03-8882 3817  
✉ : johan.merican@treasury.gov.my



**KEMENTERIAN KEWANGAN MALAYSIA**  
KOMPLEKS KEMENTERIAN KEWANGAN  
NO. 5, PERSIARAN PERDANA, PRESINT 2  
PUSAT PENTADBIRAN KERAJAAN PERSEKUTUAN  
62592 PUTRAJAYA

Tel. : 03-8000 8000  
Faks : 03-8882 3893  
Web : 03-8882 3894  
www.treasury.gov.my

MOF.NBO.600-10/1/151 (17)  
18 Disember 2020

**YBhg. Dato' Lokman Hakim bin Ali**  
Ketua Setiausaha  
Kementerian Perdagangan Antarabangsa dan Industri  
Menara MITI No. 7, Jalan Sultan Haji Ahmad Shah  
50480 KUALA LUMPUR

YBhg. Dato',

**KELULUSAN PERUNTUKAN DI BAWAH KUMPULAN WANG COVID-19 BAGI PROGRAM KEMAHIRAN SEMULA DAN PENINGKATAN KEMAHIRAN (RESKILLING AND UPSKILLING PROGRAMME) DAN MIDA ASSESSMENT DEVELOPMENT CENTRE (MADC)**

Dengan segala hormatnya saya merujuk kepada perkara di atas.

2. Selaras dengan langkah dalam Pelan Jana Semula Ekonomi Negara (PENJANA) dan Ucapan Belanjawan 2021, Kementerian Kewangan dengan ini meluluskan peruntukan melalui Kumpulan Wang COVID-19 bagi program seperti berikut:

BIL	TUJUAN	PERUNTUKAN (RM)
(i)	Program Kemahiran Semula dan Peningkatan Kemahiran (Reskilling And Upskilling Programme) : MITI	78,000,000.00
(ii)	MIDA Assessment Development Centre (MADC)	22,000,000.00
Jumlah		100,000,000.00

3. Kelulusan ini hanya tertakluk kepada perbelanjaan-perbelanjaan yang telah diluluskan seperti di atas sahaja dan tidak dibenarkan dipindahkan untuk perbelanjaan-perbelanjaan lain. Bagi perkara 2(ii), program perlulah disesuaikan selaras sasaran Majlis Pekerjaan Negara mewujudkan 500,000 penciptaan pekerjaan (*job creation*) bagi mengurangkan kadar pengangguran negara.

4. Kementerian dimohon untuk mencadangkan unjuran aliran tunai bagi perancangan penyaluran peruntukan bagi tahun 2021 dengan disertakan prestasi kewangan dan bukan kewangan bagi peruntukan yang telah diterima pada tahun 2020 (sekiranya ada). Kementerian juga diingatkan untuk memastikan semua perbelanjaan dibuat secara teratur dan mematuhi tatacara kewangan yang sedang berkuat kuasa.

Sekian, terima kasih.

**"BERKHIDMAT UNTUK NEGARA"**

Saya yang menjalankan amanah,

  
(JOHAN MAHMOOD MERICAN)  
Pejabat Belanjawan Negara  
b.p. Ketua Setiausaha Perbendaharaan  
☎ : 03-8882 3838 📠 : 03-8882 3817  
✉ : johan.merican@treasury.gov.my



KEMENTERIAN KEWANGAN MALAYSIA  
MINISTRY OF FINANCE MALAYSIA  
KOMPLEKS KEMENTERIAN KEWANGAN  
NO. 5, PERSIARAN PERDANA, PRESINT 2  
PUSAT PENTADBIRAN KERAJAAN PERSEKUTUAN  
62502 PUTRAJAYA

Tel : 03-8000 8000  
Faks : 03-8882 3893  
03-8882 3894  
Laman Web: [www.mof.gov.my](http://www.mof.gov.my)

Ruj. Kami : MOF.NBO.600-10/1/151 (71)  
Tarikh: 17 Disember 2021

YBhg. Datuk Lokman Hakim Ali  
Ketua Setiausaha  
Kementerian Perdagangan Antarabangsa dan Industri  
Menara MITI No. 7, Jalan Sultan Haji Ahmad Shah  
50480 KUALA LUMPUR

YBhg. Datuk,

**BAJET 2022: KELULUSAN PERUNTUKAN BAGI INISIATIF-INISIATIF YANG  
DIUMUMKAN DALAM UCAPAN BAJET 2022**

Dengan segala hormatnya saya merujuk kepada perkara di atas.

2. Sebagaimana sedia maklum, melalui Ucapan Bajet 2022, Kerajaan telah mengumumkan beberapa inisiatif bagi menyokong Pelan Pemulihan Negara (PPN) melalui pendekatan secara holistik bagi melindungi rakyat serta sektor ekonomi yang terjejas sepanjang tahun 2022.

3. Selaras dengan itu, Kementerian Kewangan telah meluluskan peruntukan kepada Kementerian Perdagangan Antarabangsa dan Industri (MITI) melalui inisiatif-inisiatif seperti di Lampiran A.

4. Berdasarkan komitmen peruntukan dari Kementerian Kewangan seperti di atas, kementerian adalah dipohon untuk mengambil perhatian perkara-perkara seperti berikut:

- i. Inisiatif yang melibatkan peluasan dasar sedia ada, kementerian/agensi dipohon menggunakan peruntukan sedia ada di bawah vot masing-masing terlebih dahulu;
- ii. Inisiatif yang bersifat tuntutan hanya akan dibuat secara tuntutan bayaran balik (*reimbursement*) berdasarkan bil tuntutan sebenar;
- iii. Inisiatif-inisiatif yang melibatkan proses perolehan, kementerian boleh memulakan proses perolehan awal berdasarkan komitmen dari Kementerian Kewangan ini tanpa perlu menunggu peruntukan disalurkan sepenuhnya; dan
- iv. Inisiatif yang bersifat program/dana/geran akan disalurkan peruntukan berdasarkan unjuran keperluan aliran tunai dan prestasi/permintaan terhadap program tersebut.

5. Justeru, Kementerian dipohon untuk mengemukakan maklumat keperluan unjuran tunai bagi tahun 2022 sebelum atau pada 31 Disember 2021 menggunakan format yang disediakan di Lampiran B.

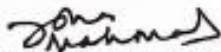
6. Perhatian dan kerjasama YBhg. Datuk adalah amat dihargai.

Sekian, terima kasih.

**"WAWASAN KEMAKMURAN BERSAMA 2030"**

**"BERKHIDMAT UNTUK NEGARA"**

Saya yang menjalankan amanah,



**(DATUK JOHAN MAHMOOD MERICAN)**

Pengarah Belanjawan Negara

b.p. Ketua Setiausaha Perbendaharaan

☎ 03-8862 3836

☎ 03-8862 3817

✉ [johan.merican@mof.gov.my](mailto:johan.merican@mof.gov.my)

s.k.:

KS(D)B

INISIATIF BAJET 2022 DI BAWAH KEMENTERIAN PERDAGANGAN ANTARABANGSA DAN INDUSTRI (MITI)

BIL	Para	Program/Projek	Agensi	Sumber Peruntukan					Jumlah (RM Juta)
				Mangrus (RM Juta)	Sedia Ada (RM Juta)	KWC-19 (RM Juta)	KWC-19 (RM Juta)	Baharu (RM Juta)	
1	64	Rustalling & Upstalling Programme	MITI & Agensi	-	-	-	3.05	-	80.0
2	88	Dana Pembangunan Wakil bagi Memperkasakan Industri Halal	HDC	-	-	-	76.96	-	-
3	164	Business Travellers Outlet (BTC)	MDA	-	-	-	-	-	10.0
4	167	Dana Peleburan Strategik	MDA	-	2,000.0**	-	10.0	-	2,000.0
5	168	Misi Galakan Perdagangan dan Peleburan (MGPP) Bagi Tahun 2022	MITI, MDA, MATRADE	14.0	-	-	-	-	14.0
6	168	Pemerkasaan Dasar Peleburan Baharu Berleraskan Aspirasi Peleburan Nasional (NIA)	MITI/MDA	6.0	-	-	-	-	6.0
7	168	Empower Trade Association (ETA)	MATRADE	5.0	-	-	-	-	5.0
8	170	Geran pelancon untuk syarikat PKS Bumiputera dalam bidang aerospangkasa	MAICO	-	100.0***	-	-	-	100.0
9	171	Smart Automation Grant (SAG)	MDA	-	-	100.0	-	-	200.0
10	173	Program Penjenamaan Digital Produk Halal PKNS	HDC	-	-	-	2.6	-	2.6
11	173	Program Peningkatan Kebolehpasaran Produk Halal Perusahaan Mikro, Kecil dan Sederhana (PMKS)	HDC	-	-	-	2.5	-	2.5
12	175	Collaborative Research in Engineering Science and Technology (CREST)	MITI/MDA	-	-	-	-	12.0	12.0
13	178	IndustryWRD - Peningkatan Kemahiran & Latihan Semula & Latihan Tenaga Pengajar	MITI	-	5.0	-	-	-	5.0
14	178	IndustryWRD - Penilaian Kecekapan Intervensi	MITI/MDA/ MPC	-	40.0	36.0	-	-	75.0
Jumlah Keseluruhan				25.0	2,145.9	211.96	118.15	12.0	2,512.1

\* Penyaluran peruntukan RM4 juta kepada Yayasan Wajid Malaysia dengan diantar HDC  
 \*\* Pemohonan memajukan buaian projek pembangunan (DE) RMK-12 perlu datang ke UPE, JPM  
 \*\*\* Pemohonan perolehan aka projek perlu datang ke UPE, JPM