



**MEMORANDUM OF
UNDERSTANDING (MoU)**

BETWEEN

**MALAYSIA PRODUCTIVITY
CORPORATION**

AND

IEM TRAINING CENTRE SDN. BHD.

MEMORANDUM OF UNDERSTANDING

PROFESSIONAL TRAINING FOR ENGINEERING CONSULTANCY FIRMS TOWARDS PROFESSIONAL SERVICES CONSORTIUMS

THIS MEMORANDUM OF UNDERSTANDING (MoU) (hereinafter referred to as “**MoU**”) is made on 5 December 2020.

BETWEEN

MALAYSIA PRODUCTIVITY CORPORATION (hereinafter referred as “**MPC**”), a statutory body established under the Malaysia Productivity Corporation (Incorporated) Act 1966 (Act 408), whose registered address is at Lorong Produktiviti, Off Jalan Sultan, 46200 Petaling Jaya, Selangor Darul Ehsan of the one part.

AND

IEM TRAINING CENTRE SDN. BHD. (hereinafter referred as “**IEMTC**”), company incorporated in Malaysia under the Companies Act 1965 and having its registered address at Wisma IEM, Level 1, No. 21 Jalan Selangor, 46150 Petaling Jaya, Selangor of the other part.

(MPC and IEMTC shall collectively be referred to as “**Parties**” or “**all Parties**” and individually as the “**Party**”)

WHEREAS:

The terms and references are as follows:

1.0 PURPOSE

The Parties, subject to the terms of this Memorandum of Understanding and the law, rules and regulations and national policies from time to time in force, understand that the objective of this Memorandum of Understanding

is to formalize the understanding of the Parties in entering into an agreement for the development of a Conceptual Framework for Professional Services Consortium under the Professional Services Productivity Nexus (PSPN) within 6 months (renewable upon mutual agreement up to a period not exceeding 9 months) from the date of the MoU.

2.0 PRELIMINARY DISCUSSION

The Parties will, subject to the laws, rules and regulations and national policies from time to time in force, endeavor to provide all forms of cooperation, technical and project management advice from time to time for the successful establishment and implementation of the joint exploratory activities as envisaged under this Memorandum of Understanding.

3.0 AREA OF COLLABORATION

MPC and IEMTC agree to provide appropriate collaborations and interconnection between parties' members and networks for the purpose of working together following the preliminary discussion in developing a conceptual framework for Professional Services Consortiums, conduct training and mentoring to engineers, graduates and employees of the micro, small and medium scale engineering services companies (ESC) to be potential engineering consortium players supported by MPC. This is to promote the growth of professional services through collaborative models to increase capability to compete both domestically and abroad.

IEMTC will mentor two thousand (2000) engineers, graduates and employees of the ESC with an objective of transforming these ESCs into a sustainable and high performing multi-disciplinary engineering firms by 2021 using the business model of G&P whose consent was given to the Parties. In view of this, IEMTC will act as a coordinator for awareness, guideline sharing and mentoring sessions for thirty (30) sessions.

4.0 COMMENCEMENT

This MoU shall take effect from the date of its signing (hereinafter referred as "Project Period").

5.0 ANNOUNCEMENT

The Parties will jointly coordinate all press conferences, press releases, public statements or any other publicity, if any, about the Project or its subject matter, including without limitation, the existence or contents of this Memorandum of Understanding. Public communication shall not be allowed without the mutual consent in writing of all Parties hereto.

6.0 CONFIDENTIAL INFORMATION

Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreement made pursuant to this Memorandum of Understanding. All Parties further agree that the confidentiality obligations contained herein shall bind all Parties to such extend until such confidential information has entered into the public domain.

7.0 COSTS

Each Party shall bear its own costs in connection with preparation and execution of this Memorandum of Understanding.

8.0 GOVERNING LAW

The validity, construction and performance of this Memorandum of Understanding and subsequent agreements are governed by and interpreted in accordance with the laws of Malaysia.

9.0 INTELLECTUAL PROPERTY RIGHTS

The parties hereto agree that they shall take all reasonable steps to ensure that the intellectual property rights used and developed during the term of this MOU does not infringe the intellectual property rights of any third parties.

10.0 REVISION, MODIFICATION AND AMENDMENT

- i. Either Party may request in writing a revision, modification and amendment of all or any part of this Memorandum of Understanding.
- ii. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of the Memorandum of Understanding.
- iii. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
- iv. Any revision, modification or amendment shall not prejudice any rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

11.0 GENERAL

- i. In the spirit of this understanding, the Parties agree to jointly discuss and deal with any unforeseen contingencies, in a professional manner which is equitable to the Parties and at all times, bearing in mind the purpose of this Memorandum of Understanding.
- ii. Nothing on this Memorandum of Understanding shall be deemed to constitute a partnership between the Parties or constitute any Party hereto as agent to another for any purpose whatsoever and nothing in this Memorandum of Understanding constitute an authorization for the other Party to enter any transaction on behalf of the Parties, vice versa.
- iii. Should any Party wish to include any new party to this Memorandum of Understanding or assign its rights to any third party, prior written consent of the other Party is required.

12.0 SETTLEMENT OF DISPUTE

- i. In the event that a Party to this Memorandum of Understanding defaults in its obligation to the Party specified herein, the non-defaulting Party may provide a written notice requesting such default to be remedied within 30 days upon the receipt of such notice.
- ii. If the default cannot be resolved to the satisfaction of all Parties within the said 30 days period as mentioned above, this Memorandum of Understanding shall be considered terminated.

13.0 VALIDITY and TERMINATION

- i. This MoU is valid and shall remain in effect for a period of two (2) years from the date of this MoU regardless of the diverse dates the Parties may have signed this MoU
- ii. Either Party may terminate the MoU at any time with immediate effect at its absolute and sole discretion, upon serving a thirty (30) day written notice to the other Party without any indemnification or compensation to the other Party.
- iii. Termination of this MoU shall not prejudice the rights and obligations arising from or based on this MoU before or up to the date of termination.

The Parties hereto have caused this Memorandum of Understanding to be signed as of the day and year first above written.

For / and on behalf of
Malaysia Productivity Corporation (MPC)



Haji Suhaimi bin Hamad
Director

For / and on behalf of
IEM Training Centre Sdn Bhd (IEMTC)



Ir. Mohd Khir bin Muhammad
Executive Director