

Date: [REDACTED]

[REDACTED]

and

[REDACTED]

CONSULTANCY AGREEMENT

CONSULTANCY AGREEMENT

This Consultancy Agreement ("**Agreement**") is made on _____ between:

(1) _____ (Company Reg. No.: _____) whose business office is at _____ ('**the Consultant**'); and

(2) _____ (Company Reg. No.: _____) whose business office is at _____ ('**the Client**').

_____ of the Consultant and _____ Client is _____ to as "**Party**" and collectively, as "**Parties**".

RECITALS

(A) The Consultant is in the _____ of providing _____ consultancy for building _____.

(B) The Client is _____ to appoint the Consultant and the _____ agrees to accept the _____ to and in _____ with the _____ and conditions of this _____.

Now it is hereby agreed between the Parties as follows:

1 DEFINITIONS

In this Agreement, the following _____ shall, save where the context otherwise requires, have the following meanings:

Agreement means this written _____ and all the _____, schedules and _____ (as applicable) _____ shall form an integral part of this _____, and any amend or are _____ to this agreement;

Background IPR _____ all Intellectual _____ Rights (_____ of the form or _____ in which they are or stored) (i) owned by or licensed to a _____ prior to the commencement of the _____ or (ii) _____ generated by a _____ outside this _____ and which is provided by such _____ to the other _____ for use of or for the provision of the _____ under this _____ (but _____ excluding any New _____);

Confidential Information means information of a _____ nature (regardless of the _____ or _____ in which it is _____ or stored) _____, but not limited to, trade secrets or secret or _____ operations and extends to _____ relating to the _____ (or any of its subsidiaries); _____; processes; strategy; _____; specifications; technology; _____; organisation; _____ affairs; _____; dealings; transactions; _____ and _____ lists or other _____ whether _____ to the Client or any customer of or _____ to the Client and any such similar information which the _____ has come to know, has _____, or obtained by reason of or _____ to this Agreement;

Contract Term means the _____ of the _____ to be _____ by the _____ to the Client as set out in Schedule 2 of this Agreement;

Deliverables means the _____ required to _____ to the Client as part of the Services to be provided by the _____ under this _____ as set out in _____ 1 of this Agreement;

Fees _____ the _____ to be paid by the _____ to the _____ under this _____, as set out in _____ of this _____;

Force Majeure any event or beyond control of either Party by the exercise of all diligence, which or impedes due of the of such Party Agreement (but not limited to) of God, or by civil including acts of local and authority, extreme conditions; and labour of including, prejudice of the , work , strikes and (other than by the employees of the Party force only), perils of or air, fire , , pandemic, , riot, war, and , provided that the of labour shall not an event of force majeure unless caused by events or which are an event of force

Intellectual Property Infringement any use by the of any belonging to the which the Property Rights or any of a third party;

Intellectual Property Rights patents, all rights to prototypes, or processes, data, and related moral rights, and marks, , domain , brand names, goodwill, rights in design, rights in (including ode and), database rights, rights in Information (how and secrets) and property in each case registered or and all (or rights to apply) for, and or of, such rights and or rights or will now or in the in any part of the ;

Key Personnel means the key as listed in Schedule of this unless varied in with this ;

New Material any and all Property Rights by the arising solely and from the ;

Professional Indemnity Insurance liability insurance which when sued for ;

Services means the to be by the Consultant to the as set out in Schedule 1 of this Agreement.

2 INTERPRETATION

2.1 The to clauses are for only and shall not the of this .

2.2 In this , references provisions shall be as to those provisions as or re-enacted or as their is by other (whether before or after the date of this from time to time and shall references to any which they are (whether with or without).

2.3 Where any more than :

2.3.1 that Party's in this shall take as joint and several

2.3.2 to any , where the permits, that Party's in title,

2.3.3 in this to anything which any required to do shall where the permits, to comply with and/or and perform.

2.4 The and imposed by this are in addition to, and not in for, the and restrictions or implied by law.

3 APPOINTMENT

3.1 The [redacted] agrees to [redacted] the [redacted] to provide the [redacted] for the [redacted] Term in [redacted] with the terms and [redacted] of this Agreement.

4 FEES

4.1 In [redacted] of the [redacted] agreeing to [redacted] to the Client in [redacted] with the terms [redacted] of this Agreement, [redacted] shall pay [redacted] with the Fees.

4.2 In any [redacted] that the [redacted] additional services not [redacted] within the scope of [redacted] under this [redacted], both [redacted] agree [redacted] discuss and agree on [redacted] fees for the additional services.

4.3 All Fees [redacted] under this [redacted] shall be in [redacted] and, unless [redacted] stated, are [redacted] of any duties or [redacted].

4.4 Where the [redacted] is registered or [redacted] to be [redacted] for the [redacted] collecting taxes on [redacted] of the [redacted], the tax at the [redacted] rate shall be [redacted] in addition to the [redacted] and out-of-pocket [redacted].

4.5 If any [redacted] or part of [redacted] of an invoice [redacted] by the [redacted] is disputed or [redacted] to [redacted] by the [redacted] or the [redacted] of the [redacted] is not up to the [redacted] of the [redacted] the [redacted] be entitled to [redacted] payment in [redacted] of the disputed [redacted] and request that the [redacted], at its [redacted] and expenses, to [redacted] the [redacted] up to the [redacted] of the Client.

4.6 If, in the [redacted] of the [redacted] the [redacted] is in breach of this [redacted], the Client [redacted] to withhold any [redacted] or part [redacted] that may be due or [redacted] to the [redacted] without [redacted] to any right or [redacted] that may have [redacted] to [redacted] and to the [redacted] in force of this [redacted] unless [redacted] terminated by the [redacted].

4.7 The [redacted] shall deliver [redacted] to the [redacted] supported by [redacted] documentation [redacted] out the [redacted] done by the [redacted] during the [redacted] covered by the [redacted].

4.8 The [redacted] shall pay all [redacted] within [redacted] days of receipt of full [redacted].

5 WARRANTIES

5.1 The Parties [redacted] and warrant to [redacted] at all times during the duration of this [redacted] as follows:

5.1.1 where the [redacted] is a company, it is [redacted] entity duly [redacted] and validly [redacted] under the [redacted]

5.1.2 it has the [redacted], power and [redacted] to enter into and [redacted] its [redacted] under this [redacted];

5.1.3 the [redacted] into and [redacted] of its [redacted] under this [redacted] will not breach any laws;

5.1.4 all [redacted] consents for the [redacted] into and [redacted] of its [redacted] under this [redacted] have been [redacted]

[redacted] it is not [redacted] or [redacted]

5.1.6 its [redacted] under this [redacted] are valid, [redacted] and [redacted] as at [redacted] of this [redacted] it is not [redacted] in any [redacted], [redacted] or other [redacted] for d [redacted] resolution, and to its [redacted] there are [redacted], [redacted] or other [redacted] for dispute [redacted] initiated [redacted] and pending for [redacted]

5.1.8 it is in [redacted] and will [redacted] with all laws [redacted] to it.

5.2 The [redacted] further [redacted] the [redacted] that at [redacted] during the duration of this [redacted]: [redacted] the [redacted] is duly [redacted] and has the [redacted] to provide and perform the [redacted]

5.2.2 the [redacted] has the [redacted] licences to [redacted] and perform the [redacted] and is in [redacted] and will [redacted] to be in [redacted] with the [redacted] of any [redacted] or bodies [redacted] to it;

- 5.2.3 the [redacted] is [redacted] and has the [redacted] skills, [redacted] and to provide, [redacted] and the [redacted] on the terms and [redacted] set forth in this [redacted] and with all [redacted] skill, care and [redacted] to be [redacted] of a properly [redacted] and [redacted] consultant who [redacted] in carrying out [redacted] of [redacted] size, [redacted] nature and [redacted] to the [redacted] under this [redacted]
- 5.2.4 [redacted] provided by the [redacted] under this [redacted] will not [redacted] or violate any [redacted] property rights or other [redacted] of any third [redacted] or in [redacted] of any written rules, [redacted] or laws.

6 KEY PERSONNEL

- 6.1 The [redacted] shall provide, and may not [redacted], the Key [redacted] to perform the [redacted] If the Key [redacted] is [redacted] or unable to [redacted] the [redacted], then the [redacted] may [redacted] the Key [redacted] at their own cost.
- 6.2 The [redacted] warrants that its [redacted] are [redacted] and have the [redacted] skills, [redacted] and [redacted] to provide, [redacted] and complete the [redacted] with all [redacted] skill, care and [redacted] to be [redacted] of a properly [redacted] and competent [redacted] who is [redacted] in carrying [redacted] of similar size, [redacted] nature and [redacted] to the [redacted] under this [redacted]
- 6.3 The [redacted] shall be [redacted] by the [redacted] and its a [redacted] Key [redacted] and may not be assigned [redacted] without the prior [redacted] of the Client.
- 6.4 In the [redacted] that any [redacted] is found by [redacted] to be [redacted] in [redacted] his assigned duties in [redacted] the [redacted], the [redacted] at the Client's [redacted] request a [redacted] with [redacted] and [redacted] acceptable to the [redacted]. Any request for changes of [redacted] by the [redacted] under this [redacted] shall be [redacted] and [redacted] by the [redacted] at the earliest [redacted] time so as to [redacted] that the Services is not [redacted] or affected.

7 PLACE OF WORK

- 7.1 The [redacted] shall work at the [redacted] of the Client or any other [redacted] as may be [redacted] o it or from such other [redacted] as is [redacted] required for the proper [redacted] f the Services.

8 INSURANCE

- 8.1 If [redacted] by the [redacted] the [redacted] to have and [redacted] for the [redacted] of this a policy of [redacted] Indemnity [redacted] policy or any other [redacted] policies in [redacted] with the [redacted] of the [redacted]. The [redacted] will include [redacted] and that will cover the [redacted] liability under this.
- 8.2 Upon [redacted] by the [redacted], the [redacted] will provide [redacted] of its certificates of [redacted] policy of [redacted] Indemnity [redacted] policy to the [redacted]

9 OBLIGATIONS

- 9.1 The [redacted] shall:
- 9.1.1 act as an [redacted] to the [redacted] in performing the [redacted]
- 9.1.2 provide all [redacted], technical [redacted] and skills which are [redacted] for the provision and [redacted] of the Services;
- 9.1.3 [redacted] with the [redacted] and [redacted] of the [redacted] and shall always [redacted] and protect the [redacted] of the [redacted] in performing the [redacted]
- 9.1.4 [redacted] the [redacted] with the [redacted] documents, [redacted] and [redacted], and shall effectively [redacted] and cooperate in [redacted] with the [redacted] (where [redacted]);
- 9.1.5 [redacted] on or [redacted] in any [redacted] or [redacted] which is [redacted] with the proper e of its [redacted] under this [redacted], and must not [redacted] assume or [redacted] a position in [redacted] trade or [redacted] in which its [redacted] is in conflict with its [redacted] under this [redacted];
- 9.1.6 [redacted], and where a [redacted], to cause its [redacted] to comply, with all [redacted] laws in the [redacted] of the Services;

- 9.1.7 their best to carry out the and deliver any within the Term;
- 9.1.8 act in and not do which is to the Client;
- 9.1.9 do all in the course of which the reasonably or proper in its
- 9.1.10 and where , to ensure that its devote, their time to the of the and
- 9.1.11 at all times with all rules .
- 9.2 The Client shall:
- 9.2.1 provide assistance to the providing such information which is its as shall be required by the for the of the ; and
- payments of the to the in with the set out in this in of the of the by the in with the of this

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 Each retains of its own The grants the a , royalty free, , non-terminable to its IPR to the to allow the to the of the including the . The Client grants the for the Term a , royalty-free (without the sublicense), to its to the extent (if at all) to allow the to carry out the
- 10.2 All New shall the sole of the and the hereby all rights, and in and to the to the upon . The shall be to use the to carry out the
- 10.3 The Consultant shall:
- 10.3.1 communicate full of all to the Client, and
- 10.3.2 where execute all and do at the Client's which the Client to obtain for the in any or to vest the in the Client.
- 10.4 The will and hold the Client any loss, injury or (any legal costs and and any costs and paid by the Client to or settle any claim) by the Client in of any claim made the Client in of any Property provided that the shall be at its and strictly at its own within a time (time being of the either to:
- 10.4.1 the right for the to continue using the as appropriate; or
- 10.4.2 to make such , modifications or to so that it becomes without incurring a diminution in , value or function; or
- 10.4.3 the with substitutes that such do not entail a diminution in , value or function; that in the of a claim of Property
- 10.4.4 The shall the of any claim in which the wishes to be as soon as possible upon aware of the same;
- 10.4.5 The shall give the sole of the defence or of any claim;
- 10.4.6 The shall at any time liability or settle or any claim except upon the instructions of the ; and
- 10.4.7 The shall provide such as the shall require in respect of the of the or settlement of the claim that the

shall meet the costs of the Client in providing such assistance.

11 NOT A PARTNERSHIP OR AN AGENCY

- 11.1 The is an contractor for all of this Agreement.
- 11.2 The and the declare that they are not and nothing in this shall be c as creating a between them.
- 11.3 Nothing in shall be as creating the of principal and between the and the .

12 INDEMNITY

- 12.1 A Party agrees to and keep the non-defaulting from and any and all loss, or liability by the non- Party (such loss, damage or paid by the Party to or settle any claim by a) resulting from:
- 12.1.1 a of any of the of this by the defaulting Party; and/or
- 12.1.2 any act, or of the Party.
- 12.2 In , the agree that the aggregate of the to the Client but not to all or howsoever arising under any of the of this , or for of contract, or for , or otherwise), or in this Agreement or the Services hereunder, shall not exceed the total amount of the Fees, save and for all damages, expenses losses in of:
- 12.2.1 death of or to any person by its ;
- 12.2.2 any ; and
- 12.2.3 loss of or to any or real , which may arise out of, or in with the of the (as applicable).

13 EXPENSES

- 13.1 The shall be to the expenses incurred by the with the prior consent of the

14 TERMINATION

- 14.1 Without either , by notice in terminate this if the other be in of any of the of this which, in the case of a capable of , shall not have been by the in breach within days of by the in breach of notice the breach and its remedy.
- 14.2 Either can this Agreement with effect if:
- 14.2.1 a Party unable to pay its when they due or unable to pay its with the of the Act 2016;
- 14.2.2 if either (an individual or shall make or make any or with its or become or bankrupt or if petition has been against the Party; or
- 14.2.3 (if the Party is a), has an receiver or appointed or makes a arrangement with or commences to be .
- 14.3 limitation, the may, by in writing, terminate this if the Consultant:
- 14.3.1 is or guilty of or negligence in the of the Services;
- 14.3.2 breaches any of its and fails to breach within a period of receipt from the specifying the and its remedy; or
- 14.3.3 the Client's and safety which caused to others or put others at risk of .

14.4 Upon _____ of this _____ for any reason:

_____ the _____ shall cease the _____ of the Services _____

14.4.2 the _____ shall pay the _____ and owing to the _____ as the date of _____ and _____

14.4.3 the _____ shall, at the _____ of the Client, _____ up to the _____ all records in any medium _____ documents, _____, notes _____, computer disks and _____ or other _____ and _____ provided to or _____ by the _____ to this _____ and _____ belonging to the _____ its possession or _____ without _____ the _____ Information, Client _____ and, if _____, a copy of any _____ not already _____ to the _____.

15 EFFECT AND CONSEQUENCE OF TERMINATION

15.1 _____ the termination of this _____ neither of the _____ will have any further _____ or _____ under this _____ to the other _____ except in respect of:

15.1.1 any rights or obligations under this Agreement which are expressed to apply or continue to be _____ after _____ of this Agreement; and

15.1.2 any rights or _____ which have _____ in respect of any _____ of any of the _____ of this _____ to any _____ to or by _____ of such termination.

16 PROPER LAW AND JURISDICTION

16.1 The _____ shall _____ with all _____ laws, rules, _____ and codes of _____ in _____ of all _____ under this _____.

16.2 This _____ is _____ by and _____ in all respects in _____ with the _____ and the _____ shall have the _____ jurisdiction.

17 NO CONSEQUENTIAL LOSS

17.1 _____ Party shall, under any _____, be _____ for any indirect or _____ loss by the _____, including but not _____ to loss of _____, loss of _____, loss of _____ or _____ loss _____ out of the other _____ or omissions under this _____.

18 ENTIRE AGREEMENT

18.1 This _____ is the entire _____ between the _____ in respect of its _____ matter and _____ all previous _____ (whether written or oral) with _____ its subject _____.

19 SEVERANCE AND INVALIDITY

19.1 In the _____ any provision of this _____ shall be found by a court to be _____ or _____ or void, _____ part shall be _____ and the _____ of this _____ shall be _____ with such _____ or _____ as may be _____ to make it effective.

20 FORCE MAJEURE

20.1 _____ Party shall be in _____ of this Agreement, nor _____ for any failure or delay in _____ of its _____ under this _____ if such _____ or failure is due to an _____ of _____ . Where either _____ is _____ or _____ in the _____ of any of its _____ under this _____ A _____ by an event of _____ it shall _____ give written _____ to the other _____ details of such _____ of Force _____ and the _____ and likely _____ whereupon such _____ s shall be _____ due to the event of _____.

A Party _____ by an event of _____ shall make every _____ effort to _____ e the effects _____ and shall _____ resume _____ as soon as _____ possible after _____ n of the event of _____.

20.3 Where the _____ of _____ in relation to any event of _____ exceeds _____ from the date of _____ of such event _____, either Party may _____ written notice on the other _____ this _____ with _____ effect.

21 NOTICE

21.1 Any notice, consent, or other ("Notice") required or shall be in , in English and shall be as follows:

If to the Consultant:

Address :

Telephone :

Fax No. :

Attention :

If to the Client:

Address :

Telephone :

Fax No. :

Attention :

21.2 to the above, that may or are to be given by any to another shall be given by the and received by the

21.2.1 if served when by or on behalf of the ;

21.2.2 if by a nationally courier service, will be given upon delivery;

21.2.3 if delivered by , will be given upon the r of the report that the has been duly in its entirety; and

21.2.4 if by mail in the manner above, will be given on after the day it is

22 OTHER PROVISIONS

22.1 with the prior consent of the the and where , its Key shall not at any time to any or body or or make disclosed to the for the of the provision of the or d by the in the course of the and of the said Services. This shall the or expiry of this

22.2 No shall be to assign, or deal in any other with any or all of their and under this without the prior of the other Party. Further, the will not or any third or entities in with the of its duties and under this without the prior approval of the Client.

22.3 Any of any terms of this shall be by mutual of the Parties, in writing and by both the

22.4 Any time, date or mentioned in any of this shall be of the

22.5 Unless provided in this , each bear its own legal and and relating or to the of, and of its under this . The stamp duty of this together with any payable (if applicable) shall be paid by the

- 22.6 Each [redacted] shall do and [redacted] to be done [redacted] necessary to give [redacted] to this [redacted].
- 22.7 This [redacted] is binding on the [redacted] -in-title of the [redacted] Parties.
- 22.8 This [redacted] may be signed on [redacted] dates for the sole [redacted] of all the [redacted] and may be [redacted] into in any [redacted] of [redacted], all of which taken [redacted] shall constitute one and the same [redacted].

[the rest of the page is intentionally left blank]

Execution

Executed as an Agreement the day and year first stated above.

SIGNED by the Consultant)

(Company Reg. No.: _____))
in the presence of:-)

Witness
Name:
NRIC/Passport No.:

Name:
Designation:
NRIC/Passport No.:

SIGNED by the Client)

(Company Reg. No.: _____))
in the presence of:-)

Witness
Name:
NRIC/Passport No.:

Name:
Designation:
NRIC/Passport No.:

Schedule 1

SERVICES

The Consultant's scope of services, deliverables and timing are as follows:

Services	Deliverables	Timeline
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Schedule 2

CONTRACT TERM

The Parties agree that the Consultant shall provide the Client with the Services in accordance with the terms and conditions of this Agreement for the following duration ("**Contract Term**"):

Service Start Date	
Service End Date	

Schedule 3

FEES

The Parties agree that the Client shall pay the Consultant the Fees of RM [REDACTED] in accordance with the following payment schedule:

Services/Deliverables	Billing Date	% of Fees
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
	Total	[REDACTED]

Schedule 4

KEY PERSONNEL

Name	Position
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]