

PROJECT CONSULTANCY AGREEMENT

A CONSULTANCY AGREEMENT dated this day of200....

BETWEEN

(Company name and registration No.)

a company incorporated in Malaysia and having its registered office at

(Address)

and a place of business at

(Address)

(hereinafter called "the Company") of the one part

AND

(Company name and registration No.)

a company incorporated in Malaysia and having its registered office at

(Address)

and a place of business at

(Address)

(hereinafter called "the Consultant") of the other part.

WHEREAS :-

- A. The Company is the Developer and Promoter of a proposed (state nature of franchise project) (hereinafter called "the Project").
- B. The Consultant is an independent contractor and has certain skills and abilities needful to the Company in the Project.
- C. The Company is desirous of appointing the Consultant as Principal Consultant and the Consultant is desirous of accepting the said appointment subject to the terms and conditions hereinafter as set out below.

NOW THIS AGREEMENT WITNESSETH as follows :-

1. CONSULTANCY SERVICES

- 1.1 The Company ENGAGES the Consultant to provide consultancy services to the Company particularly on matters pertaining to Development Concept, Masterplanning, Planning, Architecture and Project Management in relation to the Project and the Consultant hereby AGREES to provide such services upon the terms and conditions herein contained.
- 1.2 When the Project is approved and endorsed by the Malaysian Government/relevant authority and/or any other relevant authorities, the Company and/or the authorised

successor of the Project development rights hereby expressly and irrevocably agrees and undertakes to appoint the Consultant and/or the authorised successor of the Consultant as the Principal Consultant to provide these consultancy services to the Company particularly on matters pertaining to Masterplanning, Planning, Project Management, Architecture, Environmental Design and Interior Design for the Project and the services fees for this Project shall be paid in accordance to the scale fees of the relevant professions.

2. SCOPE OF WORK

- 2.1. Subject to the foregoing, the Consultant agrees to provide the Company with its services as required for the Project including, but not limited, to the following
- (a) that the Consultant shall develop a concept for the development of the Project (hereinafter called "the Development Concept");
 - (b) that a master plan be drawn up incorporating all designs, calculations, drawings and specifications necessary to implement the Development Concept (hereinafter called "the Concept Masterplan");
 - (c) that a computer animated "walk-through" sequence of approximately **minutes** of the Concept Masterplan be presented to the Malaysian Government/relevant authority to illustrate the Development Concept;
 - (d) all planning, architectural works, drawings, specifications and the like and the design for this Project;
 - (e) advising on the management of the Project till completion of presentation materials for the presentation to the Malaysian Government/relevant authority;
 - (f) the presentation materials to be produced in this Clause are as follows:-
 - (i) presentation board showing the Concept Masterplan and pictorial references;
 - (ii) as per Clause 2(c) above, a computer animated "walk-through" sequence of **approximately minutes** of the Concept Masterplan to illustrate the Development Concept.
 - (g) consulting and liaising with the local authorities in connection with the structural design, and the preparation and submission of details and calculations;
 - (h) issuing instructions to contractors and making such site visits as may be necessary (if applicable); and
 - (i) preparing and further designs, specifications and drawings or calculations as may be necessary as required by the Malaysian Government/relevant authority.
- 2.2 The Consultant shall comply with the reasonable directions of the Company and use its best endeavours to promote the interest of the Company.

- 2.3 The Consultant shall forward, free of charge, one set of all its works and documents to the Company.
- 2.4 The Consultant shall provide its services with reasonable care, skill and diligence in the discharge of its duties.

3. SERVICES FEES

3.1 In consideration of the services rendered by the Consultant hereunder to the Company, the Company shall pay to the Consultant the sum **of Ringgit Malaysia**(RM) only, excluding payment of service tax. The Company shall be liable for payment of service tax which shall be set out in Clause 14 below.

3.2 The fees as set out in Clause 3.1 above shall be payable to the Company as follows

(a)	initial deposit upon appointment of the Consultant as Principal Consultant (....%)	RM
(b)	completion of draft Masterplan as per Clause 2(b) (....%)	RM
(c)	completion of draft animation as per Clause 2(c) (....%)	RM
(d)	completion of Clause 2.1(0(i) & (ii) (....%)	RM
	TOTAL	RM

3.3 Payment of the fees as set out above shall be made upon handing over of the completed works and documentation at each stage.

3.4 In addition to the fees as stipulated in Clause 3.1 above, upon the acceptance and endorsement of the Project by the Malaysian Government/relevant authority and/or any relevant authority, the Company shall pay to the Consultant the agreed sum **of Ringgit Malaysia** (RM....) only being additional commission to the Consultant payable by the Company within Fourteen (14) days of the said acceptance and endorsement failing which the Company shall pay to the Consultant interest at the rate of **per cent (.....%)** per annum calculated daily until full payment.

4. ADDITIONAL WORKS

The parties hereby agree that should additional works be required which are not within the Scope of Work as set out in Clause 2 above, the Consultant shall first provide a proposal/quotation of the fee for the additional works. Upon both parties agreeing to the proposal, the Consultant shall then proceed with the works and submit the draft works to the Company in accordance with the approved works programme.

5. REIMBURSABLE EXPENSES

The Company shall reimburse to the Consultant all reasonable expenses properly incurred by the Consultant in the performance of its services under this Agreement including, but not limited to the following

- (a) all outstation and overseas telephone calls, facsimile transmission, telex, telegram

and the like;

- (b) all postage and courier services in sending documents at the Company's request;
- (c) all air fares, traveling, accommodation / hotel related expenses;
- (d) all fees payable to independent consultants engaged directly by the Consultant with the prior approval of the Company.

6. OUTSTANDING PAYMENT OF FEES

Both parties hereby agree that payment of fees and reimbursements and any other fees payable by the Company to the Consultant shall be payable **within (.....) DAYS** of receipt by the Company of the said claims failing which the Consultant shall reserve the right to stop work on the Project and withhold drawings, documentations and information relating to the Project.

7. TERMINATION

- 7.1 This Agreement shall terminate automatically on completion of the Project by the Consultant to the satisfaction of the Company but such termination shall be without prejudice to any provision intended to operate thereafter.

7.2 Termination by Company

Without prejudice to the rights of the Consultant pursuant to or under the terms of this Agreement, the Company may by written notice to the Consultant terminate this Agreement if the Consultant shall:-

- (a) be in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by the Consultant within (.....) days of receipt by the Consultant of a notice from the Company specifying the breach and requiring its remedy;
- (b) be incompetent, guilty of gross misconduct and/or any serious or persistent negligence in the provision of its services hereunder;
- (c) fail or refuse after written instruction to provide the services reasonably and properly required of the Consultant hereunder;
- (d) conduct himself in any manner which, in the reasonable opinion of the Company, bring or is likely to bring the Company into disrepute by association;
- (e) be judicially determined to be insolvent or all or a substantial part of the assets of the Consultant are assigned to or for the benefit of any creditor or the Consultant admits its inability to pay its debts as they come due.

- 7.3 The Consultant shall not be required to fulfill its duties and obligations under this Agreement and the provisions of this Clause 7 shall not apply if at any time the Consultant is prevented from fulfilling its duties and obligations by any acts or omissions of the Company or the Company's personnel and/or agent, if any.

7.4 Termination by Consultant

Without prejudice to the rights of the Company pursuant to or under the terms of this Agreement, the Consultant may by written notice to the Company terminate this Agreement if the Company shall

- (a) be in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by the Company within (....) days of receipt by the Company of a notice from the Consultant specifying the breach and requiring its remedy;
- (b) the Company be judicially determined to be insolvent or all or a substantial part of the assets of the Company are assigned to or for the benefit of any creditor or the Company admits its inability to pay its debts as they come due.

8. CONSEQUENCES OF TERMINATION

Upon the termination or expiration of this Agreement for any reason, both parties agree hereto that

- (a) the Consultant shall immediately cease thereafter from holding itself out in any way as the consultant of the Company and will refrain from any action that would or may indicate any relationship between the Consultant and the Company;
- (b) the Consultant shall immediately return to the Company or otherwise dispose of or destroy as the Company shall direct all stationery, records, data, samples, models, programmes and drawings pertaining to or concerning the Project or any other documents and documented materials relating to the Company which are in the Consultant's possession;
- (c) the Consultant shall otherwise perform its obligations and observe the covenants set out in Clauses 10 and 11 herein;
- (d) any fees due and owing by the Company to the Consultant prior to the termination or expiration of this Agreement shall be payable in full by the Company.

9. DURATION

This Agreement shall commence from the date of this Agreement and determine upon the happening of the following events

- (a) if the Project is approved and endorsed by the Malaysian Government/relevant authority and/or any other appropriate authorities, by mutual consent of both parties concerned; or
- (b) if the Project is not approved and endorsed by the Malaysian Government and/or any other appropriate authorities, within (....) days from the date of receipt by the Company of the decision of the Malaysian Government/relevant authority or until all matters relating to the termination of this Agreement has been fulfilled.