



MINISTRY OF HUMAN RESOURCES



TRAINING PROVIDER'S MASTER SERVICE AGREEMENT (MSA)

OVERVIEW

- The MSA is a commitment from the training provider to practice the values of integrity throughout the period of dealing with HRD Corp. By signing this agreement, the training provider has declared its commitment to comply with all agreements, the training provider's circular, guidelines, other instructions issued and enforced by HRD Corp from time to time includes matters stipulated under the PSMB Act 2001 and any other relevant law.
- The MSA is important as a declaration of accountability between the training provider and HRD Corp. Failure to sign the agreement would result in the registration and renewal of the Training provider not being able to proceed. Kindly refer to [Training Providers' circular 6/2021](#) on the implementation of MSA.
- The MSA will touch on matters related to the business relationship between HRD Corp and the registered Training Providers including:
 - i. Service Levels and Performance Standards
 - ii. Service Fee
 - iii. Penalties and Termination
 - iv. Usage of HRD Corp logo
 - v. Usage of other related brand assets

SALIENT TERMS

Clause(s)	Details
Term & Non-Exclusive Relationship	<p>Appointment of the Training Provider shall be perpetual unless terminated in accordance with the terms and conditions of the Master Service Agreement.</p> <p>PSMB and the Training Provider shall have a non-exclusive relationship by virtue of the Master Service Agreement.</p>
Representations, Warranties and Covenants by The Training Provider	<p>Representations & Warranties The Training Provider represents and warrants that it is a validly existing entity in Malaysia, has the authority to enter into this Master Service Agreement, and complies with all legal requirements, without any conflicts of interest, and possesses the necessary financial, human, and technological capabilities to perform the Services. Additionally, it owns certain Training Materials and has obtained consent from its directors, shareholders, stakeholders, and officers for providing information to PSMB as required by the Master Service Agreement.</p> <p>Covenants The Training Provider agrees to pay the annual registration fee, obtain necessary licenses, provide information to PSMB, maintain records, adhere to standards, perform services professionally, comply with laws and ethics, allow inspections and investigations, cooperate with authorities, and follow PSMB's regulations and guidelines.</p>
Services	<p>The Training Provider must follow all clear instruction from PSMB and provide the latest details on the Services to PSMB. PSMB reserves the right to amend the procedure of service delivery from time to time with mutual agreement from Training Provider.</p>

Clause(s)	Details
Service Penalties	The Training Provider's failure to comply/perform this Agreement may result suspension/rejection on the Training Provider registration status until investigation concluded. PSMB reserves to terminate this Agreement without any further payment for Training Provider's breach on this Agreement.
Fees, Invoices & Payments	The fees payable to Training Provider by PSMB shall be based on the supporting approval documentations.
Indemnity and Liability	<p>Training Provider shall indemnify to PSMB for any actions, demands, proceedings, losses, fines, and expenses up to the maximum extent permitted by law which shall include.</p> <ol style="list-style-type: none"> 1. Third party IP infringement. 2. Training Provider breach of confidentiality 3. Training Provider breach of warranties and representations (if not remedied accordingly) 4. Claims resulting from any breach of misrepresentation of this Agreement. 5. Proceedings against PSMB due to Training Provider's breach in performing this Agreement.
Termination	PSMB shall be entitled to terminate the Master Service Agreement by providing 30 days' written notice, and it has the right to terminate immediately if certain specified events occur, without being liable for compensation or damages.
Termination on Corruption, Unlawful or Illegal Activities	In the event of the Training Provider's conviction or threat of conviction for corruption, unlawful activities, or defaming PSMB's integrity, PSMB shall be entitled to terminate the Master Service Agreement with immediate effect, and the Training Provider won't be entitled to any losses or claims, while PSMB shall be entitled to claim losses and expenses incurred from the termination.