AN AGREEMENT TO PROVIDE FOR SECURITY SERVICES

**AGREEMENT** made this day of 20….. between……………………….(*Please insert the name of the security company)*, a company incorporated pursuant to the Companies Act 1965 with its registered office at …………………….(*Please insert the company registered address here)* (hereinafter referred to as “the Company”) of the one part, AND Universiti Putra Malaysia, having its address at 43400 UPM, Serdang Selangor Darul Ehsan (hereinafter will be referred to as “the University”)

**WHEREAS** the University has requested the Company to provide the service specified in Schedule B (hereinafter referred to as “the said Service”) at the university premise specified in Schedule B, and the Company has agreed to accept the University’s request for the consideration and under the terms and conditions hereinafter appearing and as set out in Schedules A, B, and C which are to be read in conjunction with each other.

**NOW IT IS HEREBY AGREED as follows**:

**SECTION A**. PERIOD OF THIS AGREEMENT

This agreement shall be for……..months from ………………… 20….. to……………….. 20……. .

**SECTION B**. FEES OF THE SAID SERVICE

The university hereby agrees to pay the company the service fees which amounts include Goods and Services Tax as prescribed in Schedule B.

**SECTION C**. PAYMENT TERMS – The Fees are to be paid within the 60 days upon receipt of the invoice for that particular month from the company

**SECTION D**. THE COMPANY’S OPERATIONAL OFFICE is situated at:

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands the day and year first above written.

Signed for the University: Signed for the Company:

Name : Name :

Position : Position :

Date : Date :

Witnessed by: Witnessed by:

**SCHEDULE A**

1. **THE COMPANY’S OBLIGATIONS**

1.1 The Company’s obligations are to provide, without fail, the said Service as stated in Schedule B.

1.2 The Company undertakes and agrees to maintain at its own costs a policy of insurance to cover adequately loss or damage that may be sustained, incurred or suffered in consequence of any negligence or breach of this Agreement or other wrongful act whatsoever on the part of the Company, its servants or agents.

1.3 The Company undertakes to indemnify the University against any loss or damages whatsoever suffered by the university which resulted from the failure of the company, its servant or agent to carry out the said service as prescribed in schedule B.

1. **THE UNIVERSITY’S OBLIGATIONS**

2.1 The University shall:

1. pay the Company the agreed fees which amount includes Goods and Services Tax as stipulated in Section B above for the services described in Schedule B, in accordance with Section C of the Agreement.
2. keep all valuables monetary or otherwise including but not limited to bank notes, currency notes, cash, negotiable instruments, cheques (crossed or uncrossed), postal orders, money orders, current postage stamps, savings certificates and similar securities, gems, jewellery, bullion, precious metals and valuable chattels (hereinafter collectively referred to as “the Valuables”) whether the property of the University or property for which the University is accountable as trustee or bailee, in locked safe(s) at all times take adequate precautions to secure the Valuables. The University may, upon the request of the company, provide to the Company a list of the Valuables kept in any locked safe at the commencement of this Agreement and when there is any change thereafter and from time to time when required by the Company;
3. allow the Company’s servant or agent to enter the University’s, premises and upon the advice of the Company, given after such survey or inspection or given from time to time, the University may install or implement such security systems or take such measures which in the opinion of the Company may effectively avert and/or prevent the occurrence of any break-in, robbery, theft, burglary or similar incidents;
4. ensure that all doors, gates, windows, escape hatches and other entrances to the University’s premises are properly secured before and after office hours, or at all material times, and keep in good repair and working condition all alarm systems and other safety devices, ensuring that all such systems devices are in effective operations at all times;
5. where goods, tools, stock, equipment, machinery or any other movable items of the University (hereinafter collectively referred to as “the said Goods”) are constantly or otherwise being brought and/or moved in and/or out of the University’s premises, provide the Company with the rights and the means to keep a control and check over all the said Goods being so moved/transported in and/or out of the University’s premises and for such purposes, the University may upon request by the company:
	1. provide the Company with a list of the said Goods kept in the University’s premises;
	2. empower the Company to record down or have the means to monitor or permit the movement of all the said Goods and items being brought in and/or out of the University’s premises; and
	3. install such security devices and/or take such security measures in the University’s premises upon the advice of the Company which may be given from time to time.

2.2 The University undertakes that it shall not by its servant agent or employees at any time during the term or after the terms of this Agreement divulge or allow to be divulged to any person any confidential information relating to the business or affairs or the modes or methods of operation of the Company.

1. **PROVISIONS AS TO THE COMPANY’S LIABILITIES**

3.1 Subject as otherwise provided in this Agreement, the Company shall indemnify the University during any period of the Company’s responsibility against loss of or damage to the property of the University by reason of any act or neglect of the servants or agents of the Company whilst performing their duties within the scope of their employment.

3.2 The Company further declares and the University hereby further agrees that the Company shall not be liable for any damages whatsoever arising from the failure of the Company to start, carry out or complete the said Service by reason of any Act of God, fire, flood, enemy act, hostilities or warlike operation, (whether war be declared or not), civil or military uprising or rebellion, riot, strike, lockout or other labour dispute, federal state or local government or any other statutory board’s directives regulations for the time being in force, mechanical breakdown, obstruction of any public or private road, ionisation, radiation or contamination by radioactivity from any nuclear or radioactive material or from any nuclear or radioactive waste or from combustion of nuclear or radioactive material, or any other circumstances (whether or not of a similar nature to the foregoing) over which the Company has no control (hereinafter referred to as “the excepted risks”). In the event of such circumstance which causes the cessation of or substantial interference with the duty of the Company to perform, the said Service shall forthwith be suspended until such circumstance shall have ceased and the University shall not be liable to make any payment in respect of the period of such suspension and any sum already paid in respect of such period shall be credited to the period following resumption of the said Service PROVIDED that at any time during the period of such suspension either party may serve upon the other FOURTEEN (14) DAYS notice of termination in writing and unless the said Service shall have been resumed before the expiration of such notice, this Agreement shall terminate in accordance with such notice PROVIDED further that in the event of a mechanical breakdown of any of the Company’s vehicles, the Company shall endeavour to provide a replacement vehicle within a reasonable time.

3.3 In the event of any act or default of any servant or agent of the Company which may give rise to liability by such servant or agent of the Company for negligence or otherwise while such servant or agent is carrying out the said Service whilst performing their duties within the scope of this agreement, then it is hereby expressly agreed that Company shall take the whole responsibility for such act or default on behalf of the servant or agent.

3.4 In the event the University fails to strictly comply with the provisions of clause 5 herein in respect of any claim(s), then the University shall not for all purposes be deemed to have been abandoning the claim(s) and/or its rights under this agreement and the failure shall not be treated as estoppels in entertaining the claim(s) and the Company shall always be held responsible for such claim(s) despite any failure to adhere to clause 5 herein.

* 1. The Company shall be liable for any loss suffered by the University due to burglary, robbery, injury, arson or theft or house breaking when evidence of such event is shown by the University to have occured.

3.6 Notwithstanding anything to the contrary, the Company shall also be liable for any consequential or indirect loss damage arising from any incident involving fire, theft, burglary, loss of or misplacement of or damage to keys or devices of access or any other cause of liability for which the Company is proved to be liable under the terms hereof.

4. **PROVISION AS TO STRIKES, LOCKOUTS, LABOUR DISPUTES etc.**

4.1 In the event of any strike, lockout or labour dispute occurring on or around the University’s premises or in which the University is involved, the Company’s employees may not be required to carry out any additional duties or any duties of a strike-breaking nature or connected with the lockout or labour dispute.

5. **PROVISION IN RESPECT OF CLAIM(S) AGAINST THE COMPANY**

5.1 In the event of any occurrence which may give rise to a claim by the University against the Company under this Agreement, the University shall within fourty eight (48) hours of such occurrence make a report of the same to the Police and shall within 72 hours of making such a report give a notice in writing to the Company of such occurrence by registered letter sent to its operational office and the registered office of the Company as stated in Section D above and shall within 15 days of such occurrence furnish the Company with a copy of the Police Report and such other particulars and information as the Company may require in connection with the occurrence.

5.2 Any claim by the University against the Company may be made in writing by registered post to the company operational office and the registered office of the Company within fourteen (14) days of the occurrence-giving rise to the claim.

6. **GENERAL PROVISIONS**

6.1 In the event of any claim by the University against the Company, the company shall show to the satisfaction of the University that there has been no negligence on its part, nor its servant or agent, failure of which the university may, at the University discretion, make the necessary deductions or set-off from the monthly payment and such deduction or set-off shall not be disputed by the company.

6.2 The University shall for all purposes be and be treated as the sole beneficial owner of all property the protection of which is the subject of this Agreement. Accordingly if any other person or entity shall in respect of such property make any claim against the Company, its servant or agents, then the company may disregard the claim. In any case if the company entertains such claim, the University shall not indemnify the Company and its servants or agents in respect of such claim and all costs thereof.

6.3 In the event the performance of the Company’s obligations hereunder would or might involve the Company with any party on a political issue or in connection with any civil dispute, the Company shall be absolved from its obligations hereunder either wholly or to such an extent as may be necessary to avoid such political issue conflict or dispute (as the case may be), as the University may decide in writing.

6.4 Any bills and invoices submitted by the Company to the University shall be deemed to be correct and shall not be disputed after fourteen (14) days from the date of the said bills or invoices being received by the University. In the case of an advance billing the period of fourteen days will commence at the end of the month for which the advance billing was made.

6.5 Interest at the rate of 0% per month at daily rests shall be charged on all late payments, such interest to be calculated from the day after payment is due.

6.6 The Company may at its sole discretion review at any time the fees stipulated to be paid by the University in Section B above with a view to increasing the same PROVIDED that in the event of any increase in the fees, the Company shall give the University a notice of such intended increment two (2) months before the date such new fees take effect, and PROVIDED further that if the University does not confirm in writing that it agrees to such increment within 30 days, then the University shall be deemed to have not agreed to such increment and the original fees shall remain payable until this agreement ends.

6.7 The Company’s employees shall not be required to do any duties other than those connected with the said Service, nevertheless, the company employees in discharging their duties as so prescribed in scheduled B shall also receive instruction from any university officer so authorised by the university, in so far the instruction given is related, incidental or consequential to the prescribed service in Schedule B.

6.8 The University may request the Company to send another employees if in the opinion of the university the employees so sent to carry out the prescribed service in Schedule B are not up to the standard set by the university. The university will inform the standard set by university from time to time, and it shall be the duty of the company to enquire from the university regarding this standard and to comply with the standard forthwith.

6.9 No variation, extension, omission or cancellation of the express terms and conditions herein contained shall bind the Company or the University unless and until both parties confirm such in writing.

6.10 No indulgence of whatsoever kind shown by the University in the implementation or enforcement of any of the terms and conditions under this Agreement shall be considered as a waiver of any of University’s rights and privileges under this Agreement.

6.11 This Agreement shall remain in force unless or until determined or terminated as provided herein. However in the event of the Company being requested to continue to provide the said Service after the term as specified in Section A above, then the provisions of this Agreement shall continue to apply until a new Agreement is signed.

6.12 The Company may, at its own expense and with the express consent in writing (the consent of which may be withheld solely on the discretion of the University) by the University, put up a sign plate on a conspicuous part of the University’s premises indicating that the Company is providing the said Service.

6.13 This Agreement shall constitute the entire contract between the Company and the University and shall not incorporate nor be deemed to incorporate the provisions of any extraneous document. This Agreement shall supersede the provisions of any previous contract warranty or representation made or given in relation to the said Service described in Schedule B.

6.14 Stamp duty, Goods & Services Tax (GST) and any other taxes related to this Agreement shall be paid by the Company.

6.15 Time wherever mentioned shall be of the essence of this Agreement.

7. **PROVISIONS AS TO TERMINATION**

7.1 The University shall be at liberty to terminate this Agreement by giving the Company a seventy-two (72) hour notice in writing, if the Company commits any breach of any of the terms and conditions or being an individual commits an act of bankruptcy or being a corporation goes into liquidation otherwise than for the purposes of reconstruction or amalgamation or suffers the appointment of a Receiver of any of the Company asset or income, or enters into any deed of arrangement with or composition for the benefit of the Company creditor(s) generally. Upon the expiration of such notice without the breach complained of being remedied, if capable of remedy, this Agreement shall terminate absolutely.

7.2 Notwithstanding any other provisions in this Agreement, either party may without assigning any reason thereto terminate this Agreement by giving to the other party thirty (30) days notice in writing.

7.3 Upon the determination or termination of this Agreement, all arrears of fees and interest, if any, shall become payable forthwith by the University and the Company shall be remove all its apparatus and equipment which may have been placed by it upon the premises or compound of the University, failure of which, the University may charge a storage fee to the company at the University discretion.

8. **SEVERABILITY AND CONFLICTS**

* 1. Any provision of this Agreement which is invalid or unenforceable or prohibited shall not affect the validity or enforceability of the remaining provisions of this Agreement.
	2. In the event of any conflicts between the provisions of Schedules A and B, the provisions of Schedule B shall prevail.

9. **HEADINGS**

* 1. The headings of each of the provisions herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

10. **NOTICE**

* 1. Any notice in writing required to be served pursuant to this Agreement shall be sufficiently served on the University if such notice is sent by A.R Registered post to the address mentioned in Schedule B, and shall be sufficiently served on the Company if addressed to the Company and left at the Company’s operational office (provided receipt thereof is acknowledged by the Company’s Branch Manager, Supervisor, Clerk or Duty Officer) and the registered office of the Company or sent by Registered Post to its operational office and the registered office of the Company. A notice sent by Registered post, shall be deemed to have been received by the company in accordance with the Interpretation Act 1967.

11. **AMICABLE SETTLEMENT AND DISPUTE RESOLUTION COMMITTEE**

11.1 Any dispute, controversy, claim or differences arising out of or in relation to this Agreement, including any question regarding its interpretation, breach, termination or va­lidity thereof shall be settled amicably, insofar as it is possible, by mutual consultation and consent between the representatives appointed by both Parties.

11.2 In the event the Parties are unable to resolve any dispute, controversy, claim or differences in accordance with sub-clause 11.1, such dispute, controversy, claim or differences shall be referred to a Dispute Resolution Committee consisting of:

1. Bursar or its representative as Chairman;
2. one (1) representative appointed by the Cost Centre;
3. one (1) representative appointed by the Company; and

11.3 The Dispute Resolution Committee may appoint an independent expert in the relevant field or in each of the relevant fields (if there is more than one field) to advise it on any matter referred to it and all costs, fees and expenses of any independent expert so appointed shall be borne equally by the Parties.

11.4 The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavour to achieve an amicable settlement between the Parties in respect of any matter, dispute or claim referred to it.

11.5 If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed by the relevant Parties within fourteen (14) calendar days after the date of referral, either Party may refer that matter dispute or claim to arbitration.

**12. CONFIDENTIALITY**

12.1 Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Agreement.

12.2 For purposes of sub-clause 12.1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party), prior to, or after, the execution of this Agreement, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

12.3 Both Parties agree that the provisions of this clause shall continue to be binding between the Parties notwithstanding the termination of this Agreement.

12.4 For the avoidance of doubt, the Parties shall be subjected to the Personal Data Protection Act 2010 in relation to any personal information which might be obtained through the implementation of this Agreement.

**13. INTEGRITY**

13.1 The Company shall not offer, give or agree to give to any UPM’s employee or their immediate family (spouse, child, parent, brother or sister) any gift or consideration whatsoever as an inducement or reward for doing any act in relation to the acquirement or implementation of this Agreement or any other agreement with UPM or for showing or not showing support to any person in this Agreement or any other UPM’s agreements or contracts.

13.2 Any breach of the conditions specified under sub-clause 13.1 by the Company or by a person employed by or acting on its behalf (whether with or without the knowledge of the Company) shall amount to an offence under the Anti-Corruption Commission Act 2009 (Act 698), in connection with this Agreement or contracts or other UPM’s agreements, and will give UPMthe right to terminate this Agreement and to claim any losses from the Company resulting from the termination.

**14. ENVIRONMENTAL LAW**

14.1 The Company shall in relation to this Agreement:-

a) comply with all laws, rules including the Environmental Quality Law Act 1974 (Act 127), regulations, procedures, requirements and guidelines as required by the relevant government agency relating to the protection and enhancement of the environment including without limitation to those pertaining to pollution, control and discharge of effluent; and

b) strictly comply with UPM’s Environmental Management System (EMS) (please refer to the related Cost Centre for more details).

14.2 The Company shall for the purposes of the foregoing, adopt, undertake and implement every precautionary and other measure necessary or expected to prevent any activity which may adversely affect the environment. Where necessary, the Company shall adopt, undertake and implement such measures to mitigate any harm to the environment.

15. EQUALITY, NON-DISCRIMINATION AND HUMAN RIGHTS

15.1 Each Party shall not, and shall use reasonable endeavours to ensure that, its employees, contractors or agents shall not, discriminate directly or indirectly against any person, on the basis of age, disability, gender, marital, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, or political affiliation.

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**SCHEDULE B**

**(SCHEDULE OF SERVICE)**

**FOR………………………(Please insert the name of the faculty/PTJ)** having it address at **…………………….. Please insert the address of the Faculty/PTJ**  (Attn: ……………….Dean)**)**

**UNARMED GUARD**

Please insert the necessary terms of the service

Our service charge is RM ......... per man hour amounting RM .................... (Ringgit Malaysia: ..........................................) per month, inclusive of Goods and Services Tax.

**SCHEDULE C**

**(LIMITATION OF LIABILITY)**

LIABILITY – Subject to the provisions herein contained, the company’s liablity shall be in any event be limited to an amount not exceeding: RM…………. (please insert the necessary amount agreed between the Faculty and the company)