

**TERMS AND CONDITIONS OF THE**  
**AUTHORITY FOR INFO-COMMUNICATIONS TECHNOLOGY**  
**INDUSTRY OF BRUNEI DARUSSALAM (AITI) GRANT SCHEME**

Following your application to **The Authority for Info-communications Technology Industry of Brunei Darussalam (AITI)** for a grant you have received a letter of offer from us. This document sets out the terms and conditions that apply to the award of the grant in the letter of offer.

**Definitions**

<b>Agreement</b>	is the agreement constituted by the <b>letter of offer</b> and your acceptance of that letter and these terms and conditions
<b>event of default</b>	events of default as set out at clause 8 herein
<b>letter of offer</b>	the letter of offer to which these Terms and Conditions are attached
<b>pre-conditions</b>	means the matters about which AITI must be satisfied as set out in clause 2 herein
<b>project</b>	means the project referred to the letter of offer
<b>project assets</b>	means all any assets (including goods, machinery, software, equipment, and items or goods of whatsoever nature) purchased wholly or in part using grant monies derived directly or indirectly from such monies
<b>Grantee</b>	means the applicant who has been awarded the Grant by AITI
<b>AITI</b>	means The Authority for Info-communications Technology Industry of Brunei Darussalam

**1. Offer Period**

1.1 Unless previously signed by the Grantee and returned to AITI the offer constituted by AITI signing of the **letter of offer** remains in force until the expiry of twenty-eight (28) days from the date of the letter of offer provided it has not been withdrawn before then.

1.2 If the Grantee wishes to accept the grant the Grantee must return the letter of offer and the terms and conditions attached thereto both duly signed by the Grantee (and witnessed) within four (4) weeks of the date of the letter of offer failing which the offer shall automatically lapse. These documents may only be signed by a person who has the legal authority to commit the Grantee to such an agreement.

**2. Pre-conditions**

2.1 The following pre-conditions must be fulfilled before any disbursement of the grant to the Grantee. In the event the pre-conditions have not been fulfilled within one (1) month of the letter of offer, AITI shall be entitled to rescind the offer. If any funding is released to the Grantee prior to the pre-conditions being fulfilled, AITI reserves the right not to release any further funding until AITI is satisfied that the **pre-conditions** have been fulfilled.

2.2 The **pre-conditions** are:-

2.2.1 that any information and/or documents reasonably requested by AITI have been provided to AITI and is in AITI's opinion satisfactory; and

2.2.2 that the Grantee and/or such other persons as AITI shall require shall (if requested by AITI) have executed and delivered to AITI any and all such security documents, deposits of title(s), guarantee(s), debenture(s), assignment(s), indemnities, legal and/or equitable charge(s), Power of Attorney(s), and such other deeds, instruments, powers in AITI's favour that AITI in AITI's absolute discretion deem necessary together with the fees for stamping, witnessing and registration of the same.

**3. Warranties and Representations**

3.1 The Grantee represents and warrants to AITI that all information, answers, data, financial and other statements and documents (including but not limited to answers given to or in or at any interviews with AITI, the Pre-Evaluation Committee and/or the Evaluation and Approval Committee, the information in the application form, the executive summary, the product or solution business plan, the full project proposal, and any supporting documents thereto) supplied to AITI by the Grantee or on the Grantee's behalf in connection with and/or in respect to the project and/or this grant was true and correct in all respects as at the date it was given or provided and does not omit anything material and that no change has occurred since the date of the information already supplied which renders it untrue or misleading and all projections and statements of belief and/or opinion given by the Grantee to AITI have been made in good faith and were honestly provided and after careful enquiry, that the Grantee has not omitted to inform AITI of any fact(s) the omission of which would make such information, data, documents, statements, answers or reports misleading and further that the Grantee will inform AITI immediately if there is any change.

3.2 The Grantee represents and warrants to AITI that the Grantee will tell AITI about any changes to the information the Grantee has provided to AITI (including but not limited to matters such as change in personnel, change of ownership of the Grantee's business, change in shareholding of the Grantee company, change in the employees working for the Grantee, any steps or legal proceedings that have been taken or any steps threatened against the Grantee to sue/dissolve/wind up/bankrupt the Grantee) within forty-eight (48) hours of the change, and the Grantee will make sure that all such information is always true and up to date

**4. Grant**

4.1 Subject always to the Grantee's full compliance with the letter of offer and these terms and conditions the grant will normally be disbursed to the Grantee as follows (although AITI reserves the right to vary or change the disbursement date and amounts in AITI's ultimate and absolute discretion) :-

- a. Thirty per cent (30%) of the grant will be disbursed to the Grantee in advance for project mobilisation and the 1<sup>st</sup> stage which will normally be released to the Grantee after the Grantee's acceptance of the letter of offer and these terms and conditions and compliance with the pre-conditions; and
- b. the balance of the grant will be disbursed to the Grantee in such instalments, amounts and dates as AITI shall decide (taking into account such matters as the development stages of the project and any agreed milestones) to be decided upon by AITI in AITI's ultimate discretion.

4.2 The Grantee agrees :-

- a. that the grant shall be used solely for the purpose set out in the Grantee's approved application (as amended or varied with the agreement with AITI);
- b. not to use the grant to pay for any debts or spending commitments not solely and directly connected with the project and not directly incurred for the purpose of carrying out the project;
- c. not to use the grant retrospectively to pay for project work that has already been carried out or come to an end before the date of the letter of offer;
- d. that if any part of the grant is to be used to buy goods/equipment/services or a series of related services costing more than Brunei Dollars Five Thousand Dollars (B\$5,000.00) the Grantee will obtain a minimum of

three (3) quotes for the order and obtain AITI's consent prior to placing such order;

- e. that if any part of the grant is to be used to buy or pay for services or a series of related services costing more than Brunei Dollars Five Thousand Dollars (B\$5,000.00) from any person living or residing or working outside of Brunei Darussalam or any firm or body corporate registered or incorporated outside of Brunei Darussalam or from any person who is not a citizen of Brunei Darussalam or permanent resident of Brunei Darussalam the Grantee must inform AITI immediately and obtain AITI's consent prior to ordering such services;
- f. that the end-products or processes must be owned by the Grantee. If any form or part of the product or processes has been or shall be developed/created/compiled partially or fully by any party who is not a citizen of Brunei Darussalam and/or permanent resident of Brunei Darussalam and/or by a party who is not the Grantee, the Grantee must inform AITI in full immediately of that person/firm's/company's name and role in the project and in their role in the development/creation/compilation of the product or processes and obtain AITI's consent prior to ordering such services; and
- g. to notify AITI throughout the project as soon as it becomes apparent that an underspending of the grant is likely to arise

## **5. Payment of Grant**

- 5.1 The Grantee will open up a separate and designated bank account (“**the account**”) for the sole purpose of receiving and administering the grant and the Grantee will provide to AITI the account statements forthwith when requested by AITI.

- 5.2 The Grantee will not use ATMs or debit cards to make cash withdrawals or payments from the account.
- 5.3 The Grantee will not use the grant nor any monies standing to the account as collateral or security for any loan or overdraft or banking faculties of whatever nature.
- 5.4 Unless the Grantee is an individual or sole trader/sole proprietor the account must require the signatures of at least two (2) authorized signatories for every withdrawal.
- 5.5 Forthwith upon opening the account the Grantee shall inform AITI of the sort code and account number for the account, the name of the bank and the branch that the account was opened at and the name and designation of all signatories to the account.
- 5.6 If requested by AITI, the Grantee will issue an irrevocable letter of instruction to the bank to enable AITI or any person authorized by AITI to correspond with the bank and seek information on or about the account and any of the account transactions.
- 5.7 Monies in the account shall be used solely for the purpose of the project and shall not be used to settle or pay any debts or liabilities not solely and directly incurred for the project. Under no circumstances can the grant be used to settle any debts obligations liabilities incurred prior to the date of the letter of offer.
- 5.8 Whilst AITI will endeavor to pay the grant by bank transfer into the account, if for any reason the grant is paid directly to the Grantee, the Grantee will forthwith arrange for the grant to be deposited or repaid into the account.
- 5.9 AITI is not liable for any losses (whether direct or indirect) nor costs (including but not limited to bank charges) nor any damages suffered by the Grantee if AITI do not make the grant payments on the agreed dates or at all and/or if AITI cancel, withhold or suspend the grant payments regardless of whether

AITI were wrong to withhold or suspend or cancel or not make the grant payment to the Grantee.

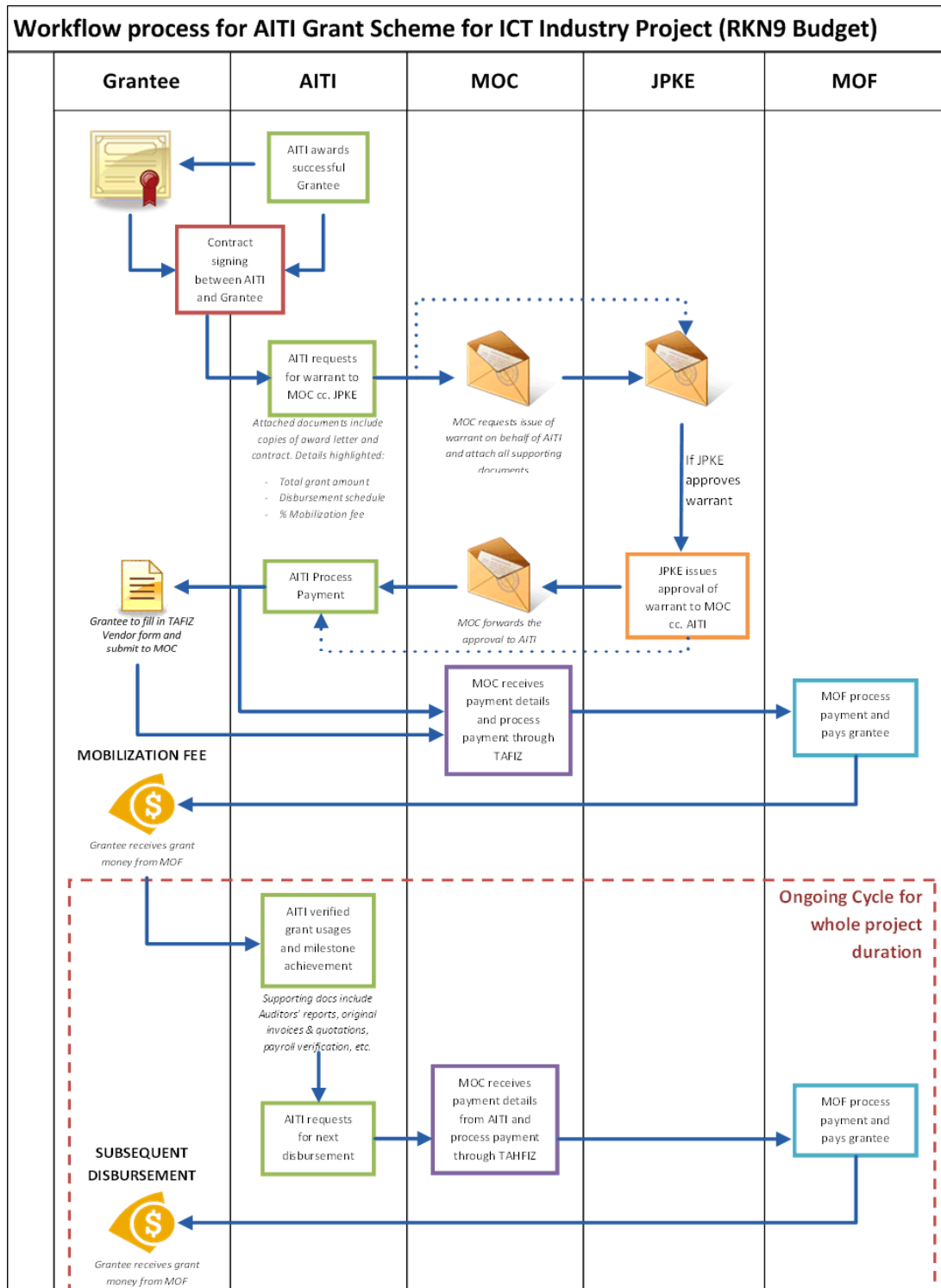
- 5.10 If AITI is not satisfied that the Grantee has complied fully with the these terms and conditions or if AITI need further information or documents from the Grantee or if AITI wish to investigate any matters concerning the grant, AITI are entitled, in addition to and without prejudice to any other rights AITI may have under these terms and conditions or under common law or statute or equity, to suspend or postpone payment of the grant until AITI feel in AITP's ultimate discretion that these terms and conditions have been complied with or the information or documents requested have been supplied to AITI's satisfaction or to cancel the grant.

Disbursement clause

- 5.11 Without prejudice to AITI rights under the Agreement and subject always to the Grantee's full compliance with the letter of offer and these terms and conditions AITI will endeavor to pay the Grantee the subsequent disbursements (after the mobilization fee) after the following requirements have been met:

- 5.11.1 Grantee has registered as a TAFIS vendor to the Ministry of Communications;
- 5.11.2 Grantee has fulfilled the milestones by the date(s) stated in any project timeline sheet agreed by AITI or by such date(s) as AITI shall in their ultimate discretion decide ;
- 5.11.3 The report from the external auditor on the Grantee is in the opinion of AITI satisfactory with regards to the usage of the grant fees with the project expenses as agreed;
- 5.11.4 The Grantee has provided complete supporting documents for the audit report by the external auditor.

5.12 The generic workflow of the disbursement process is as follows:



## **6. Project**

### 6.1 The Grantee agrees :-

- a. upon receiving the letter of offer, to commence the project by the date specified in the letter of offer or where there is no such date specified, to commence the project as soon as practicable, and to inform AITI forthwith of any delay;
- b. the Grantee will not make any changes to the project or its aims, structure, delivery, duration, objectives, aims or ownership without AITI's prior written consent;
- c. to complete the project within the time frame(s) stated in the duration column of the Grant Classifications Table set out in paragraph 5 of the AITI Grant Scheme Manual [a copy of which is available at AITI's office and which shall be provided to AITI upon request] commencing from the date of the letter of offer, or such other date that is agreed upon by the Grantee and AITI in writing;
- d. to undertake and carry out the project diligently and professionally and to complete the milestones within the period agreed for the milestones to be achieved;
- e. to appoint competent, suitably qualified personnel to implement and carry out the project;
- f. to ensure that a suitably qualified representative from the Grantee is available at all times for consultation with AITI;
- g. to carry out the project in a lawful and proper manner and to ensure that the project is conducted in accordance with all laws and regulations and that all necessary consents, licenses and approvals have been obtained to allow the Grantee to carry out and complete the project;

- h. to notify AITI promptly if for any reason if it is unlikely that the project can be successfully completed or completed on time or if any of the milestones is unlikely to be completed on time or at all;
- i. to notify AITI promptly if the grant amount is likely to be insufficient to enable the Grantee to complete the project;
- j. to allow AITI's project manager and any external auditor(s) appointed by AITI to carry out an inspection, at the Grantee's business premises and at such premises where the project is being carried out, at various stages during the project and when the project is complete;
- k. if any form or part of the product or processes or project has been or shall be developed/created/compiled partially or fully by any party who is not a citizen of Brunei Darussalam or permanent resident of Brunei Darussalam or by a party who is not the Grantee, the Grantee will inform AITI immediately of that person/firm's/company's name and role in the project and in their role in the development/creation/compilation of the product or processes and obtain AITI's prior written consent for the same;
- l. no part of the project shall be carried out abroad without AITI's prior written consent;
- m. if the Grantee intends to use or appoint or retain foreign assistance in the R&D project, the Grantee must first obtain AITI's prior written consent;
- n. to only to use the grant to pay for **Eligible Expenses** [See paragraph 4 of the AITI Grant Scheme Manual] for the project. If there is any uncertainty as to whether an item of expense is an eligible expense for the purposes of this grant, the Grantee will ask AITI prior to incurring such expense;

- o. not to use the grant to pay for rent, debts, liabilities, administrative staff (managers, clerks, etc.) salaries, directors fees or remuneration, partners' drawings or salaries, renovation costs and any costs not directly related and necessary for the carrying out and completion of the project and confirms that the Grantee has sufficient current assets to pay of any and all existing debts and liabilities;
- p. that the Grantee will give AITI full access to the project at all reasonable times;
- q. that the Grantee will submit to AITI a report(s) (including photographs of the project at its various stages and confirmation of insurance of the project and the project assets) on the progress of the project every three (3) months or at such other intervals as AITI shall require;
- r. to hereby agree to indemnify AITI in full against all losses claims proceedings damages costs and expenses incurred by AITI in enforcing any terms of these terms and conditions;
- s. unless the Grantee obtains AITI's prior written consent that all work on the **project** shall only be undertaken by persons who are employed by the Grantee in Brunei Darussalam;
- t. any claim for funding must be supported by satisfactory evidence that the Grantee has incurred the expenditure claimed;
- u. AITI are entitled to make all such enquiries and inspections as AITI believe are necessary to satisfy AITI that the relevant **milestone** has been achieved and that the expenditure was incurred and incurred properly prior to releasing any funding to the Grantee; and
- v. the Grantee has no right to terminate this Agreement without having first repaid back to AITI in full any and all monies AITI have paid to the Grantee under this grant.

## 7 Repayment of Grant

7.1 In the event of a breach by the Grantee of any of these terms and conditions or if an **event of default** occurs or if AITI terminates this Agreement AITI are entitled (without prejudice to any other legal rights AITI may have against the Grantee under this Agreement or otherwise and/or for damages or otherwise), by notice in writing to the Grantee, to take any one or more of the following actions :-

- a. suspend or withhold payment of the grant or the balance of the grant;
- b. demand repayment of and recover from the Grantee (in which case the Grantee hereby agrees to immediately repay) all or part of the grant at AITI's absolute discretion;
- c. reduce the amount of the grant;
- d. send to the Grantee a written request requiring the Grantee to procure, as soon as reasonably practicable, the sale of the project assets as the case may be and to account to AITI for the net proceeds of such sale. The Grantee shall if and when called upon to do so comply fully with such request in an expeditious manner;
- e. send to the Grantee a request to deliver up to AITI (free of charge) possession and ownership of any project assets free of any rights granted to any third party. The Grantee shall if and when called upon to do so deliver the project assets to AITI in an expeditious manner and execute any document or take all such action as may be necessary to vest ownership of the project assets in AITI; or
- f. any combination of the above up to the maximum value of the grant already disbursed by AITI to the Grantee.

- 7.2 The Grantee must notify AITI immediately if an **event of default** occurs or appears likely to occur.
- 7.3 If an **event of default** occurs AITI will usually want to discuss with the Grantee its seriousness and whether it may be remedied. However there is no obligation on AITI to do so.
- 7.4 The Grantee agrees that the Grantee shall, within twenty-one (21) days of receipt of the above mentioned notice, repay the grant to AITI (or so much of the grant as AITI demands from the Grantee) in full without deduction.

## **8. Events of Default**

- 8.1 The following circumstances will constitute an **event of default** :-
- a. the Grantee fails to comply in full with and/or is in breach of these terms and conditions and/or the Agreement;
  - b. the Grantee fails to apply the grant for the purposes for which it was awarded;
  - c. if in AITI's opinion the implementation of the project departs from the Grantee's application and/or the executive summary and product or solution business plan and/or the full project proposal and any agreed amendments;
  - d. in AITI's opinion the **project** has stopped or has been suspended by the Grantee or is not being carried out in a diligent manner or becomes incapable of being completed on time or within any time period(s) specified by the Grantee and agreed with AITI or the project is unlikely to deliver its objectives;
  - e. if in AITI's opinion the progress on the Grantee's project is not satisfactory or the milestones are not reached or likely to be reached on time (or by the dates agreed upon or at all) or any reporting

requirements are not fulfilled or the future of the project is in jeopardy or if the project is no longer relevant or the project is no longer commercially feasible or necessary;

- f. the Grantee has completed the application form and/or any of the reports dishonestly or incorrectly or misleadingly or negligently or carelessly;
- g. the Grantee or any person in the Grantee's employment or organization have given to AITI any misleading or inaccurate information, whether deliberate or accidental, during the application and/or evaluation process or during the carrying out of the project or this grant;
- h. if in AITI's opinion any event(s) occur in relation to the project or to the Grantee which is or may likely have a adverse effect on AITI's reputation or the AITI Grant Scheme or AITI's reputation as a distributor of grants or the project;
- i. the Grantee or the Grantee's staff act at any time during the project fraudulently or dishonestly or negligently or carelessly in any way, directly or indirectly, to the detriment of the project or to AITI or to the AITI Grant Scheme;
- j. the Grantee or the Grantee's staff or any person or organization involved in carrying out the project act in any way that may have a detrimental effect on the project;
- k. the Grantee or the Grantee's members or employees are subject to an investigation or formal enquiry by the police or any other regulatory body;
- l. the Grantee receives funding for the project from another party without AITI's prior written consent;

- m. the Grantee fails to provide to AITI information that would have effected AITI's decision to award, continue or cancel or withdraw or suspend all or part of the grant to the Grantee;
- n. the Grantee is or becomes ineligible to hold the grant or no longer fulfills the criteria or constitute an eligible applicant under paragraph 6 of the AITI Grant Scheme Manual entitled '**ELIGIBLE APPLICANTS**';
- o. the Grantee is likely to stop operating or may be dissolved or become insolvent or bankrupt or have a receiving order or adjudication order made against the Grantee or is likely to be put into administration or under receivership or into liquidation or is likely to make an arrangement with the Grantee's creditors;
- p. the Grantee assigns or attempts to assign or transfers or pledges the Grantee's rights under this grant or this Agreement to any successor or other person or party or organization or firm or body corporate;
- q. the Grantee uses the grant to meet or pays costs incurred by the Grantee for any other project or activity or payment of any debt not directly incurred solely for the purposes of this project;
- r. the Grantee fails to complete the milestones and/or the project;
- s. it would be unlawful for AITI to continue with the grant for any reason;
- t. any of the **pre-conditions** are not continuing to be fulfilled by the Grantee;
- u. AITI have insufficient funds available to AITI from amounts received from the relevant authorities to enable AITI to continue to allocate the grant or any part of the grant to the Grantee having regard to AITI's

determination (made at AITI's absolute discretion) of the relative priorities of all applications for the AITI Grant Scheme;

- v. there is a breach of any duty representation warranty or undertaking given by the Grantee;
- w. a statutory demand is issued to or against the Grantee and the Grantee is deemed unable to pay the Grantee's debts pursuant to Section 163 of the Companies Act [Cap. 39];
- x. there is an appointment of a receiver administrative receiver or manager of the Grantee or of a material part of the Grantee's assets undertakings rights or revenues;
- y. the Grantee is subject to execution of a distress sequestration or other legal process upon the whole or a material part of the Grantee's assets undertakings rights or revenues; or
- z. anyone presents an application or petition to a court against the Grantee for an administration order, winding up order, judicial management order, receiving order, adjudication order, bankruptcy order or dissolution.

**9. Underspend of the grant and overspend on the project**

- 9.1 The remaining/balance of any funds not used by the Grantee for the project and which has already been distributed to the Grantee must be refunded or returned to AITI. If there is any cost savings on the project the remaining/balance of the undistributed part of the grant will not be released to the Grantee.
- 9.2 The amount of the grant will not be increased in the event of an overspend on the project by the Grantee unless agreed in writing by AITI.

**10. Publicity**

- 10.1 The Grantee has no objection to AITI publicizing the project and the Grantee will do whatever AITI reasonably require in order to assist AITI with any form of publicity and marketing (including any press or media related activities, written or spoken public presentations about the project and the grant).
- 10.2 AITI may make reasonable requests for information from the Grantee for AITI's own publicity and/or statistical purposes.
- 10.3 The Grantee hereby consents to any publicity about the grant and the project as AITI may from time to time require or desire.
- 10.4 If the Grantee does publicize the project the Grantee will not use AITI's logo or name without AITI's prior written consent.
- 10.5 The Grantee shall, if AITI request, acknowledge AITI's support in any and all published documents that refer to the project. The wording of such acknowledgment shall be agreed with AITI in advance prior to any such publication.
- 10.6 AITI have the right to reproduce any of the Grantee's application or subsequent information supplied to AITI by the Grantee for any purpose AITI see fit without a claim by the Grantee in respect to copyright.

**11. Insurance**

- 11.1 The Grantee will take out and maintain in force at all material times and comply with any insurance policy or policies which is/are necessary or advisable to obtain for the purposes of the project. Such insurance must include employee and public liability insurance and insurance that covers the full replacement value of any assets purchased with funds from this grant to their full value, and produce to AITI copies of such insurance forthwith upon AITI's request.

**12. Purchase of Assets**

- 12.1 Where any of the grant or any part thereof is used to wholly or partly to acquire, purchase, restore, conserve or improved the project assets or an interest in such project assets the project assets shall not be sold within six (6) years of the project completion without AITI's written consent.
- 12.2 Any loss resulting from payments made for the project assets in advance of delivery will be entirely the Grantee's responsibility. The Grantee is responsible for ensuring that the project assets have adequate insurance cover against fire, theft and damage. If any of the project assets are damaged or destroyed during its useful lifetime the Grantee will be required to repair or replace it at the Grantee's own cost. It is the Grantee's responsibility to maintain the project assets during their actual useful lifetime.

**13. Accounts**

- 13.1 The Grantee will acknowledge the grant in the Grantee's accounts and audited accounts for the period covering the project.
- 13.2 The Grantee will show and identify the grant and all related expenditure as a restricted fund under the description "AITI Grant Scheme" in the Grantee's accounts/audited accounts.
- 13.3 The Grantee will keep proper and up to date accounts and records, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which shall show how the grant has been used and make all such financial records available to AITI (or to such persons as AITI authorize) to look at and provide copies to AITI at AITI's request (or the request of such person(s) as AITI shall authorize).
- 13.4 The Grantee will identify unspent funds in respect of the grant separately in the Grantee's accounts/audited accounts.
- 13.5 AITI reserve the right to request from the Grantee's auditor(s) and accountants confirmation of the following:-

- a. that the Grantee's annual accounts have been approved by the auditors without qualification; and
  - b. that the Grantee's business has a proper system of internal control in place, that there were no matters that did or could significantly affect the administration of the grant awarded by AITI to the Grantee and that the grant has been used for the purpose for which it was awarded.
- 13.6 The Grantee shall hire at the Grantee's own expense, the Grantee's own independent auditor(s) from a list of auditors recommended by AITI to prepare a separate audit showing how the grant was utilized and/or the systems used by the Grantee to administer the grant, including all expenditures made or incurred and the system of the project assets procurement.
- 13.7 Independent auditor(s) appointed by AITI (at the Grantee's cost) and AITI project managers are entitled to carry out checks and inspections at the Grantee's business and to seek information and request confirmation from the Grantee and accounts (both internal and external) of the amounts paid by AITI in respect of this grant and how such monies were utilized.

**14. General duties**

The Grantee agrees :-

- a. to notify AITI if there is any irregularity in the spending of the grant including but not limited to any instances of fraud, mismanagement or other impropriety;
- b. not to represent do or say anything that might lead persons to believe that the Grantee is an agent of AITI or that AITI have any responsibility for any liability of the Grantee;
- c. not use any part of the grant for any political purposes;

- d. to ensure that all third parties dealing with the Grantee are aware that there is no relationship of agency or partnership between the Grantee and AITI;
- e. to notify AITI forthwith if any legal proceedings or claims are made against the Grantee or threatened against the Grantee during the period of the grant, including any claims made against the Grantee's staff involved with or in the project;
- f. to notify AITI of any investigation of or charges being brought against the Grantee, the Grantee's partners, the Grantee's directors, the Grantee's employees by the police or any other regulatory body;
- g. to keep and allow AITI access to the Grantee's books, records, financial statements, documents and other evidence relevant to the Grantee's carrying out of the project for a period of six (6) years from the date of the letter of offer;
- h. to attend events or activities organised or attended by AITI at AITI's request;
- i. to pay for the legal costs and disbursements of the preparation of these terms and conditions of this Agreement and/or any security documentation required by AITI to be entered into between the Grantee and AITI and for the legal costs, registration fees, stamp duty for any supporting security documentation that AITI may require the Grantee or any guarantors to enter into in favor of AITI;
- j. if and when requested by AITI to attend all meetings and/or provide any further information or documents or reports that AITI request from the Grantee by the date stated in the letter requesting such further information or documents or reports;

- k. at all times until completion of the project the Grantee must satisfy the requirements set out in paragraph 6 of the AITI Grant Scheme Manual;
- l. to assist the project manager and any external auditor(s) appointed by AITI and provide to them all necessary assistance, access and information requested to enable them to carry out their duties;
- m. to provide written progress reports and expense reports (including therein timesheets for staff working on the project and a breakdown of expenses incurred and how any grant funds have been spent/allocated with supporting documents/receipts supporting such expenditure) at each development stage and also as and when requested by AITI; and
- n. to provide a final report at the end of the project (with supporting documents/receipts supporting such expenditure).

**15. Decisions of AITI**

All of AITI's decisions (including that of the Project Manager and/or the Evaluation and Approval Committee) are final and binding on the Grantee and not subject to challenge or appeal or review by the Grantee.

**16. AITI liability**

- 16.1 AITI have no liability or responsibility, financially or otherwise to the Grantee for any expenditure (or liabilities arising out of such expenditure) or liabilities or damage arising out of the project or this grant or the terms and conditions of this Agreement.
- 16.2 AITI will not be responsible nor liable to the Grantee for any claim(s) under contract, statute or at common law or equity in respect to the project or otherwise.
- 16.3 Notwithstanding anything hereinabove, and in addition to and not in subrogation of any rights AITI have under these terms and conditions or otherwise, AITI reserve the right to immediately terminate this Agreement

and/or this and any other grant awarded to the Grantee as AITI shall see fit in AITI's absolute discretion and AITI shall have no liability to the Grantee for any loss, damage, expense suffered by the Grantee as a result of such termination.

**17. Further Terms**

17.1 AITI have the right to be exercised in AITI's ultimate discretion to impose such further terms and conditions on the grant or in the letter of offer if in AITI's opinion such further terms and conditions are necessary.

**18. General Terms**

18.1 This Agreement is governed by the laws of Brunei Darussalam.

18.2 Nothing in this Agreement shall have the effect of creating a relationship of contractor and customer between AITI.

18.3 Nothing in this Agreement :-

- a. will act to impose any obligation or liability on AITI;
- b. creates a partnership between the Grantee and AITI; or
- c. creates any relationship of agency or partnership between the Grantee and AITI.

18.4 Both parties acknowledge and agree that no person who is not a party to this Agreement is intended to benefit from it or to use any right to enforce its terms.

18.5 The Grantee shall not assign any monies due or which may become due under this grant and/or these terms and conditions. The Grantee shall not assign the benefit of this Agreement nor the grant nor the project assets.

18.6 Force Majeure:-

- 18.6.1 If any force majeure delays or prevents the performance of the duties of either party for a continuous period in excess of one month AITI may give notice to the Grantee to terminate this Agreement and the grant specifying the date (which shall not be less than seven (7) days after the date on which notice is given) on which termination will take effect. Such a termination notice shall be irrevocable except with the consent of both parties.
- 18.6.2 If any of these terms and conditions are void or unenforceable or illegal under any laws or regulations in Brunei Darussalam the term or condition or part thereof shall be stricken and all remaining terms and conditions shall continue to be valid and binding and both parties agree that any terms and conditions of part thereof stricken shall be replaced with a valid and enforceable term and condition to be drafted by AITT's lawyer that comes as close as possible, in AITT'S opinion, to expressing the intention of the stricken term and condition.
- 18.7 This Agreement shall be binding upon the heirs, next-of-kin, successors-in-title, personal representatives, administrators, executors, receivers, liquidators, judicial managers of the parties hereto.
- 18.8 This Agreement shall be governed by the laws of Brunei Darussalam and subject to exclusive jurisdiction of the Courts of Brunei Darussalam.
- 18.9 These terms and conditions and the letter of offer contains the entire terms and conditions and stipulations of the Agreement between the parties hereto and no amendment hereto shall be effective unless in writing and signed by or on behalf of each of the parties.
- 18.10 No failure or delay on AITT's part in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right or power preclude any other or future exercise of any other right or power hereunder.

- 18.11 The headings of the Clauses of this Agreement are to facilitate ease of reference only and do not form a part of this Agreement and shall not affect the interpretation thereof.
- 18.12 No oral explanation or oral information by AITI or AITI's legal representatives shall alter the meaning or interpretation of this Agreement.
- 18.13 All information received from the Grantee shall be held in strict confidence and utilized solely for the purposes of the grant and only AITI, auditors appointed by AITI, the Committee personnel directly involved in this process and the AITI Finance unit, Ministry of Communications and Department of Economic Planning and Development (JPKE) or any other authorities deemed necessary will have access to the information and AITI shall not disclose such information received to any other body corporate/person/entity unless lawfully required by the Court or under the provisions of any written law or for the purposes of enforcing the terms and conditions of any agreement to be entered into between AITI and the Grantee in relation to this grant.

END OF DOCUMENT