



# **Appendix 1**

Terms and Conditions of the  
Productivity and Efficiency Joint-contribution  
Funding for Digital Adoption (PENJANA) Scheme

## 1. Scope of Terms and Conditions

- 1.1. These terms and conditions (“Terms and Conditions”) apply in relation to the Productivity and Efficiency Joint-Funding for Digital Adoption (“PENJANA”), a funding scheme administered by the Authority for Info-communications Technology Industry of Brunei Darussalam (AITI).
- 1.2. AITI may amend or supplement these Terms and Conditions from time to time. You are bound by the latest version of these Terms and Conditions found on the AITI website. It is your responsibility to check for the most current version of these Terms and Conditions.

## 2. Definitions

- 2.1. In these Terms and Conditions, the following words and expressions shall have the following meanings:

|                                       |                                                                                                                                                                                                        |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“AITI”</b>                         | means the Authority for Info-communications Technology Industry of Brunei Darussalam.                                                                                                                  |
| <b>“Application”</b>                  | means an application for the PENJANA scheme submitted.                                                                                                                                                 |
| <b>“Deposit”</b>                      | means payment payable by you to a Pre-approved Solution Vendor after factoring in funding given by AITI. This payment shall be paid as a first installment on the purchase of a Pre-approved Solution. |
| <b>“Funding”</b>                      | means a funding support provided by AITI, based on percentage (%) calculation eligible under this PENJANA scheme.                                                                                      |
| <b>“Payment Authorisation Form”</b>   | means a form to indicate your confirmation on the provisioning of a Pre-approved Solution and that your Trainee has been trained to use such solution.                                                 |
| <b>“PENJANA Scheme”</b>               | means Productivity and Efficiency Joint-Funding for Digital Adoption a funding scheme administered by the AITI.                                                                                        |
| <b>“Pre-approved Solution”</b>        | means a pre-approved solution eligible for this funding scheme.                                                                                                                                        |
| <b>“Pre-approved Solution Vendor”</b> | means an ICT company who provides an Eligible Solution.                                                                                                                                                |
| <b>“Qualifying Period”</b>            | means the period of one (1) year for the use of a Pre-approved Solution.                                                                                                                               |
| <b>“Trainee”</b>                      | means an individual trainee assigned to use the Eligible Solution.                                                                                                                                     |

### **3. PENJANA Scheme Application**

- 3.1. Notwithstanding anything else set out in herein, you shall not be entitled to any Funding of any fees, or receive any such reimbursement, unless AITI has approved your Application, and such approval is in force. By submitting your Application, you represent and warrant that all of the information provided by you to AITI in connection with the said Application is true, complete and accurate in all respects, and is not misleading or deceptive.
- 3.2. Approval of your Application will, if given, be conveyed to you through e-mail, and / or such other mode as reasonably deemed appropriate by AITI. You acknowledge, agree and accept that AITI shall be entitled to: -
  - (a) approve or reject your Application; and
  - (b) revoke, or suspend the operation of, the approval of your Application at any time, at its sole discretion and without liability or compensation to you.
- 3.3. For the avoidance of doubt, in the event of revocation or suspension of AITI's approval of your Application, you shall no longer be entitled to any funding of any fees, or receive any such reimbursement (whether or not it has been approved by AITI).

### **4. Funding**

- 4.1. Subject to AITI having approved your Application and such approval being in force, you shall be entitled for Funding based on the percentage (%) subsidy funding as stipulated in AITI's approval letter. This Funding payment will be paid by AITI to the Pre-approved Solution Vendor of an Eligible Solution during the Qualifying Period. AITI shall not be under any obligation to continue providing funding after the Qualifying Period.
- 4.2. To initiate the payment of Funding by AITI, you must submit to AITI, through e-mail and/or such other mode as reasonably deemed appropriate by AITI:
  - (a) the invoice from the Pre-approved Solution Vendor for payment of Funding;
  - (b) the signed Payment Authorisation Form; and
  - (c) other documents as AITI may specify (if any).<sup>1</sup>
- 4.3. To initiate the payment of Funding by AITI, you must submit to AITI through e-mail and / or such other mode as reasonably deemed appropriate by AITI, the invoice from the Pre-approved Solution Vendor for payment of Funding together with your signed Payment Authorisation Form, and be accompanied by such documents as AITI may specify (if any). Such documents may pertain to the attendance of the Trainee on the use of the Eligible Solution, the relationship between yourself and the Pre-approved Solution Vendor, and proof of payment of Deposit fee.
- 4.4. In the event that AITI seeks from you any clarification or supplementary information or any accompanying document(s), you shall provide such clarification or supplementary information within seven (7) calendar days of AITI's written request.

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<sup>1</sup> Such documents may pertain to the attendance of the Trainee for training sessions on the use and operation of the Eligible Solution, the relationship between yourself and the Pre-approved Solution Vendor, and proof of payment of Deposit fee.

- 4.5. Payment of Funding by AITI will be processed only if all of the following conditions are satisfied:-
- (a) You have paid your Deposit fee of the Eligible Solution fee for duration of the Qualifying Period as stipulated in AITI's approval letter. Payment of Deposit fee shall be made once you have made confirmation with the Pre-approved Solution Vendor, and shall be made directly to the Pre-approved Solution Vendor;
  - (b) You have completed training on the use and operation of the Eligible Solution carried out by the Pre-approved Solution Vendor; and
  - (c) You have issued to AITI a signed Payment Authorisation Form.
- 4.6. Payment of Funding to be paid by AITI will be paid within reasonable time after your submission Payment Authorisation Form and all required accompanying documents, or if clarification or supplementary information has been sought by AITI.
- 4.7. AITI shall be under no obligation to pay Funding fees if the accompanying documents are incomplete, or if any clarification or supplementary information sought has not been provided by you.
- 4.8. You shall retain copies of your payment and receipts charged by the Pre-approved Solution Vendor to you, and all other documents showing payment.

## **5. Training**

- 5.1. The Pre-approved Solution Vendor will provide you with training on how to use the Eligible Solution at a date agreed upon between you and the Pre-approved Solution Vendor. In the event that you are unable to attend the training as scheduled, you must inform both AITI and the Pre-approved Solution Vendor in writing and follow-up with a telephone call to reschedule the training session no later than seven (7) days from the initial date scheduled. You must not reschedule the training session more than three (3) times as this will cause unnecessary delay.
- 5.2. You must have at least two (2) full-time local Bruneian staff assigned as Trainee to use the Eligible Solution.
- 5.3. You may request from the Pre-approved Solution Provider any additional training sessions, if required, at your own cost.

## **6. General**

- 6.1. In the event that: -
- (a) AITI reasonably determines that any of your warranties or representations provided under this PENJANA Scheme is inaccurate, false or misleading; or
  - (b) any information, clarification, or document submitted along with or in support of your claim is incomplete, inaccurate, false, deceptive or misleading; or
  - (c) AITI reasonably determines that any information or document you have submitted in support of or along with your Application is incomplete, inaccurate, false or misleading;

you shall, within fourteen (14) calendar days from AITI's written request, refund to AITI all reimbursements paid by AITI in reliance on or as a consequence of your warranty, representation, information, or clarification, or in reliance of the document submitted by you.

- 6.2. You must give full permission to AITI to enter your premises at least once every quarter for a period of one (1) year to examine the effectiveness of the Eligible Solution.

- 6.3. AITI may disclose to the public that you have applied for or been granted approval for your Application. AITI shall also be entitled to make such publication or announcement as it may deem fit regarding the revocation or suspension of AITI's approval of your Application or the rejection of any claim made pursuant thereto, for any reason, without notice or liability to you.
- 6.4. No waiver of any provision contained in these Terms and Conditions shall be effective unless made in writing. The failure of AITI to require the performance of any term or condition contained herein, or the waiver by AITI of any breach of these Terms and Conditions, shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 6.5. You shall not assign or transfer any right or benefit granted hereunder, or sub-contract or delegate any duty or obligation (if any) hereunder to a third party, without the prior written consent of AITI which may be withheld for any reason.
- 6.6. These Terms and Conditions shall be governed by and construed according to the laws of Brunei Darussalam.

**7. Acknowledgement and Agreement**

**Acknowledgement and Agreement**

**RE: TERMS & CONDITIONS OF THE PENJANA SCHEME**

I, \_\_\_\_\_, in the capacity as \_\_\_\_\_  
*(NAME OF SOLE PROPRIETOR/PARTNER OR DIRECTOR)* *(POSITION)*

of \_\_\_\_\_ :  
*(BUSINESS / COMPANY NAME)*

- 1. Confirm that I am duly authorised to sign for and on behalf of \_\_\_\_\_ ; and  
*(BUSINESS / COMPANY NAME)*
- 2. Confirm acceptance of the PENJANA Scheme Terms and Conditions stipulated herein.

Signature and Official Stamp

Date:

**Prepared by**

Industry Development Group,

Authority for Info-communications Technology Industry of Brunei Darussalam (AITI)