

## PETRONAS TECHNICAL TRAINING SDN. BHD. Institut Teknologi Petroleum PETRONAS, Lot 9764 Mukim Batu Rakit, 21020 Kuala Nerus, Terengganu Darul Iman.

FOR PTTSB USE ONLY Applicant No. : Received Date. : Verified By.

# **REGISTRATION FORM**

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Kindly contact <b>Noor Dalllay Lokman</b> at 09-668 6298 for any inquiry on the registra  1. Programme Title														2. Session Date (dd/mm/yyyy)															
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- 1. ALL information MUST be provided.
- 2. This registration is subject to the Terms and Conditions.

## **Terms and Conditions**



#### 1.0 Services

PTTSB shall provide the course set forth in the Learning Engagement Agreement "LEA" / Registration Form SUBJECT to the relevant entry requirements being fulfilled by the course participant.

#### 2.0 Registration

- 2.1 Course participants are required to execute the LEA / Registration Form attached and submit the same to PTTSB for registration.
- 2.2 In the event that an entry requirement is required for a particular training course, kindly provide the required documents together with the executed LEA / Registration Form via email or facsimile to PTTSB. All documents attached must be CERTIFIED TRUE COPIES.
- 2.3 PTTSB reserves the right to reject any applications made not in compliance with the relevant entry requirements.

#### 3.0 Payment Terms

- 3.1 Upon registration confirmation, PTTSB will issue an invoice indicating the fees and charges payable by the course participant.
- 3.2 Payment shall be made in full by the course participant at least fourteen (14) days prior to the commencement of the training course.
- 3.3 Upon receipt of payment, PTTSB shall issue a receipt within thirty (30) days of receipt of payment.
- 3.4 A letter outlining the relevant details of the training course will be sent to the course participant within fourteen (14) days of payment.
- 3.5 PTTSB reserves the right to deny any course participant from attending the training course in the event full payment is not received prior to the commencement date of the relevant training course.

#### 4.0 Cancellation. Deferment and Removal

- 4.1 In the event where the course participant for whatever reason is not able to attend the whole or part of the said training course on the specified dates, or if the participant withdraws from the training course prior to completion of the course, no refund shall be made on the course fee paid.
- 4.2 In the event where PTTSB for whatever reason it thinks fit decides to cancel or defer a particular training course to another date, the course participant shall not be entitled for a refund, whereas the amount paid shall be credited by PTTSB to be utilized by the course participant for similar future courses.
- 4.3 PTTSB may remove any course participant from the training course, in the event where (i) the participant in in breach of any of the terms of the training course, including the rules and regulations of PTTSB relating to HSE and substance abuse; or (ii) PTTSB is of the opinion that the course participant is are engaged in any act or omission, or are threatening to engage in any act or omission that may prejudice the safety of any person and/or reputation of PTTSB, PETRONAS or any of its related companies. Course participant shall indemnify, defend, and hold PTTSB safe and harmless from all costs, claims and other liabilities to third parties arising (whether directly or indirectly) as a result of PTTSB terminating the training of the participant. In no event shall the course participant be entitled to the refund of any fees paid in the event the training of the participant is terminated under this Clause 6.3.

## 5.0 Liability and Indemnity

Each course participant shall take full responsibility and shall defend, indemnify and hold PTTSB harmless for all loss (including damage to property), injury or death suffered by such course participant howsoever caused and irrespective of negligence and breach of duty (statutory or otherwise) by PTTSB arising out of or in connection with the delivery of the training course to the extent permissible under the law.

## 6.0 Confidential Information and Intellectual Property

- 6.1 "Confidential Information" means any and all information which are by their nature confidential including but not limited to information pertaining to the training course including the training modules, business plans, course syllabus, methodologies and technologies made available to or acquired by a Participant during the course of the training course.
- 6.2 The course participant acknowledges that PTTSB is the owner of any Confidential Information disclosed to, or acquired by, course participant in the course of the training and agrees that, such information and documents shall be treated as confidential and that the course participant will be subjected to the following obligations:
  - a) The course participant shall not circulate, use, sell, deal in or otherwise appropriate PTTSB's Confidential Information in any way whatsoever including and without limitation through adaptation, redesign or modification of the Confidential Information through any type of media;
  - b) The course participant shall not use PTTSB's Confidential Information for any purpose other than in connection with the course and as permitted hereunder.

c) The course participant shall not, nor procure or encourage another to, commit any act, matter or thing which would constitute a breach of obligations under this Clause.

### 6.3 Intellectual Property

- a) The course participant acknowledges that all concepts, analyses, know-how tools, frameworks, methodologies, conceptual solutions, designs rights, processes, methods, perspectives, all derivatives, copyright and all intellectual property provided to the course participant during the training course or developed pursuant to the training course, including the training modules ("PTTSB's IP Rights") shall belong solely to PTTSB.
- b) The Participant's enrolment under this training course shall not constitute or be deemed as a grant of any license or any other right to course participant to use or reproduce PTTSB's IP Rights in any way whatsoever other than for the purposes envisaged hereunder.
- 6.4 The obligations contained in this clause 6.0 shall be a continuing obligation and shall remain in force notwithstanding the expiration or termination of the training agreement.

## 7.0 Governing Law and Jurisdiction

- 7.1 Any dispute or differences, controversy or claim arising out of or in connection with this Terms and Conditions or the breach, termination or invalidity thereof shall be settled by mutual consultation and consent.
- 7.2 If the Parties are not able to reach mutual consensus within fourteen (14) days after the said consultation, the dispute, controversy, claim, breach, termination or invalidity shall be subject to the exclusive jurisdiction of the courts of Malaysia.
- 7.3 The construction, validity and performance of this Terms and Conditions shall be governed by the laws of Malaysia.

### 8.0 Strict Adherence to Rules and Regulations

- 8.1 Course participant shall comply with all rules and regulations imposed throughout the training period including those rules, policies and/or regulations applicable to those location and/or venue where the Program will be conducted or will be used and/or occupied during the Program by the course participant.
- 8.2 Course participant shall strictly adhere to the policies and regulations laid down under PETRONAS Code of Conduct and Business Ethics as more particularly described in the following website.

http://www.petronas.com.my/about-

us/governance/Pages/governance/code-of-conduct-business-ethics.aspx

## 9.0 Health Safety and Environment

Throughout the course duration, participant shall strictly comply with PTTSB's HSE Rules and Regulations.

## 10.0 Alcohol And Drugs

PTTSB prohibits, and shall not be responsible for, the course participant's consumption or possession of any kind of alcohol, and abuse of drugs, throughout the course period.

## 11.0 General Provisions

- 11.1 These terms and conditions including those in the LEA / Registration Form referred to herein supersedes all prior representations, arrangements, understandings and agreements, either written or oral between the parties relating to this terms and conditions and sets forth the entire complete and exclusive agreement and understanding between the Parties hereto relating to the subject matter hereof.
- 11.2 Notwithstanding anything to the contrary, no waiver by any party of any breach of any of covenants herein contained to be performed by the other party or failure by either party to exercise or enforce its rights or remedy hereto shall be construed as a waiver of any other breach of the same or of any other covenant or condition of this this terms and conditions.
- 11.3 If any provision of this terms and conditions shall be prohibited by or adjudged by the courts to be unlawful void or unenforceable, such provision shall to the extent required, be severed from this terms and conditions and rendered ineffective as far as possible without modifying the remaining provisions of this terms and conditions and shall not in any way effect any circumstances or the validity or enforcement of this terms and conditions.