



## Service Commission Agreement

This **SERVICE COMMISSION AGREEMENT** (the “Agreement”) is made and entered into by and between:

**THE COMPANY (Hereof known as Party A)** \_\_\_\_\_ (Full Company Name in English)

Full Name in Portuguese (If Applicable) \_\_\_\_\_

Full Name in Chinese (If Applicable) \_\_\_\_\_

Name of Admin. Member in Legal representatives \_\_\_\_\_

Domicile \_\_\_\_\_

No. of Commercial Registration Certificate <sup>1</sup> \_\_\_\_\_

and

**SERVICE PROVIDER (Hereof known as Party B)** \_\_\_\_\_ Institute for the Development and Quality, Macau

Full Name in Portuguese (If Applicable) \_\_\_\_\_ Instituto para o Desenvolvimento e Qualidade, Macau

Full Name in Chinese (If Applicable) \_\_\_\_\_ 澳門發展及質量研究所

Name of Admin. Member in Legal Representatives \_\_\_\_\_ TAM LAP MOU

Domicile \_\_\_\_\_ Avenida Padre Tomás Pereira, S.N., Taipa, Macau

No. of Association Registration as Non-Profit Legal Entity at DSI \_\_\_\_\_ 1225

For the services requested which shall be related to an individual project, the Company and the Service Provider hereby covenant and agree as follows:

### 1 GENERAL FOR THE SERVICE COMMISSION

1.1 Name of the Related Project: \_\_\_\_\_

1.2 Commission Period: \_\_\_\_\_

1.3 Contact Information of the Company

Contact (For Project) \_\_\_\_\_ Tel. \_\_\_\_\_

E-mail Address \_\_\_\_\_

Contact (For Finance) \_\_\_\_\_ Tel. \_\_\_\_\_

E-mail Address \_\_\_\_\_

### 2 CONTENT OF THE SERVICE COMMISSION

During the foregoing Commission Period, items and dates of Services shall be decided upon the consensus

<sup>1</sup> Non-local commercial entities shall provide the valid commercial registration number, while individual entities shall provide the number of valid I.D.



between Party A and Party B, referring to the contents shown in Items 8-17 of the <IDQ SERVICE PRICE LIST><sup>2</sup> (the "List"), as well as be based on the judgment by both parties of weather and on-site conditions, etc. The items and charge of Services shall and only could be finally confirmed by SRF completed.

### 3 SERVICE CHARGE (Test & Inspection/ Analysis/ Qualification)

#### 3.1 Calculation

- a. The calculation of the total charge shall be based on the actual amount of items shown on the SRF and the corresponding unit price shown in the List.
- b. Party B shall issue an invoice in accordance with contents in the SRF, which is also considered as a Payment Notice from Party B.

#### 3.2 Payment

Party A shall pay the full amount within the mentioned period remarked on the invoice.

### 4 LIABILITY OF PARTY A

- 4.1 Any service requested by Party A on the basis of the Agreement shall NOT be beyond the scope as shown in the List that Party B has been qualified to provide.
- 4.2 Party A shall provide the data files in accordance with the recitals in the CONDITIONS OF SERVICE and the REMARKs of the List, meantime shall be responsible to their completeness, validity and timeliness.
- 4.3 Party A shall assist in the on-site coordination work, preparing and providing the necessary conditions for the Test & Inspection/Analysis/Qualification Service provided by Party B.
- 4.4 The liability of Party A set forth in other provisions of the Agreement and in the Supplementary Agreement.

### 5 LIABILITY OF PARTY B

- 5.1 Party B shall complete the service work as agreed on the basis of the Agreement, and timely deliver the reports/certificates corresponding to the contents of the confirmed SRF.
- 5.2 Party B shall inform Party A before the service date if there's any preparatory work in need.

<sup>2</sup> <IDQ SERVICE PRICE LIST> will be updated by IDQ, according to the evaluation of the variation of material prices or other factors for the following year. Therefore, when price finally being settled, shall refer to the **List** for the year in which the "actual date / time" of the service recorded in the **SRF** is located.



- 5.3 Except for the necessity in providing service meanwhile with the agreement of Party A, Party B must not reveal or transmit any data file provided by Party A to any third party.
- 5.4 The liability of Party B set forth in other provisions of the Agreement and in the Supplementary Agreement.

## **6 BREACH OF AGREEMENT**

- 6.1 The rescission and termination of the Agreement raised by either party during the Commission Period shall be informed to the other party by paper or e-mail, whereas Party A still be obliged to pay all the related issued invoice.
- 6.2 If the Service Charge was not paid within the mentioned period on the invoice, Party B will process the administrative procedure of OVERDUE PAYMENT, and reserve the right of not delivering any related report/certificate to Party A until the payment is done.
- 6.3 Encountering the case of force majeure or any unexpected condition due to Party A, the delivery date can be postponed without a breach.

## **7 SUPPLEMENTARY PROVISIONS/AGREEMENT**

For any conditions not stipulated in this Agreement can be approved by a Supplementary Agreement upon the consensus between both parties which shall have the same legal effect with the Agreement.

## **8 DISPUTE**

Any dispute related to the Agreement/Supplementary Agreement shall be dissolved by the consensus by both parties.

When the two parties cannot find a agreed point, it goes to the arbitration procedure on the basis of the Laws and Regulations in Macau S.A.R.

## **9 VALIDITY OF THE AGREEMENT**

The Agreement shall come into force upon being sealed and signed by both parties.

The validity period shall be in accordance with the Commission Period.

There are two copies of the Agreement with same legal effect that each party holds one.



## Appendixes

\*\* The Appendixes of this Agreement is inseparable and have got the equal legal effect with the Agreement.

Appendix 1 :

<IDQ SERVICE PRICE LIST>, Reference address of the latest Price List:

[https://www.idq.org.mo/upload/price\\_list.pdf](https://www.idq.org.mo/upload/price_list.pdf)

Appendix 2:

Full copy of the Certificate of Commercial Registration<sup>3</sup> of the COMPANY (Party A).

(The foregoing copy shall show the name of the legal representatives, which shall be a shareholder and/or the administration member.)

The Company (Party A):

Service Provider (Party B):

(Chop)

(Chop)

Signature:

Signature:

Date:

Date:

<sup>3</sup> Refers to the commercial registration types known as “Registo Comercial” and “Registo por Inscrição” in Portuguese on the basis of Laws and Regulations in Macau.