

12 February 2016

Pengetua  
Sekolah Menengah Kebangsaan Seri Kenangan  
Batu Anam  
85100 Segamat, Johor

Dear Tuan/Puan

**Frog Classroom Makeover Project by YTL Foundation**

We are excited that you have applied for our Frog Classroom Makeover Project ("Frog Classroom") and that you are embarking on a journey of reimagining the classrooms in your school. The Frog Classroom is a first step toward reimagining the way that teachers not only deliver content, but how we can teach the skills that students will need when they leave school to ensure that they are lifelong learners.

Students need the 21<sup>st</sup> Century skills of critical thinking skills, communication, collaboration and creativity if they are to be successful in the workplace. The Frog Classroom provides the ideal physical environment in which these can be taught and nurtured.

We believe that by partnerships between schools and private organisations like YTL Foundation, we can start to transform education in the country for the benefit of the future generation. The YTL Foundation will therefore provide the special Frog Classroom tables and chairs as well as air conditioning units for the classroom **provided that** the school matches our contribution and undertakes the project with the help of the parents, teachers, students and alumni.

We will also provide you with the design of the classroom (which must be strictly adhered to), a toolkit and assist you to project manage the makeover. A summary of the costs that will typically be incurred and the allocation of those costs is attached as Appendix 1. If you need to fundraise, we recommend that you register your project with [www.100percentproject.org](http://www.100percentproject.org). The crowd funding website is one way of getting the school community to support your project.

Here are the few simple steps that are required in the selection process:

**FIRST:** Return a copy of this letter to us signed by the Guru Besar/Pengetua

**SECOND:** Submit a proposal to show how you meet our selection criteria set out in Appendix 2.


Send an email to [alex.auyong@ytl.com.my](mailto:alex.auyong@ytl.com.my) and we will send you a link to a form to help you submit your proposal.

**THIRD:** Agree to the terms and conditions set out in Appendix 3

Once the three steps above have been completed and you meet our selection criteria, we will contact you to kick start the project. Congratulations on taking this first bold step. We look forward to working with you to transform education in the country.

Yours faithfully

We agree to the terms and conditions set out in this letter.



Name:  
HJH NOOR HASHIMAH BINTI HJ. HASSAN  
PENGETUA  
SMK. SERI KENANGAN  
85100 Batu Anam, Segamat, Johor.

Date: 18/2/16

**APPENDIX 1**  
**FROG CLASSROOM ALLOCATION OF ESTIMATED COSTS**

Item	Unit	RM
Paint		1,000.00
Soft Board with Frame (behind)	1	850.00
White Board with Frame (In front)	1	650.00
Projector + Speaker	1	3,000.00
- 6' x 6' Screen (included)	1	
- Projector Cage (included)	1	
<b>M&amp;E</b>		
- Lights or Power Points		850.00
- Labor Cost for installation of Air-Conditioners	2	850.00
Polycarbonate (to seal ventilation grills)*		1,600.00
Windows (naco & glass panes)		3,000.00
<b>TOTAL (By School)</b>		<b>11,800.00</b>
<b>Tables &amp; Chairs</b>		
- Tables	14	3,000.00
- Chairs	41	4,500.00
- Table Legs	14	1,500.00
- Air-Conditioners (2HP)	2	4,000.00
Logistics		450.00
Project Management & Toolkit		900.00
<b>TOTAL (By YTL Foundation)</b>		
<b>Accessories &amp; Optional Items</b>		
- Frog Doors and Grills		
- Flooring		
- Shoe Rack		
- Curtains		
- Dustbin		
- Bookcase		
- Beg Hanger		
- Wall Clock		
- Storage Frame		
- Bean Bags/Poufs etc		

Note:-

\* Depending on whether it is necessary to seal ventilation grills above windows.

**APPENDIX 2**  
**FROG CLASSROOM SELECTION CRITERIA**

Please submit a proposal to us setting out how your school meets the criteria set out below. Please provide the name of the Frog Admin in the school and the contact person with full contact details (email and mobile number) in order that we may send you the link to the form for submission of your proposal:-

1. 4G School;
2. School must have at least one Chromelab that will be transformed into the Frog Classroom. If the school has netbooks, this will be considered in the next phase unless the netbooks are used in a computer lab with a local area network or the school has wifi access points in the proposed Frog Classroom. The 1BestariNet Zooms are not considered wifi access points;
3. Must be active user of the Frog VLE. as demonstrated by student and teacher logins;
4. Commitment from Head Teacher, and Frog Admin and nomination of 2 Frog Advocate Teachers;
5. Schools must be willing to collaborate with other schools in the use of the classroom; and
6. Demonstrate innovation in the classroom and commitment to developing 21st century skills such as collaborative learning, creativity, communication and critical thinking.

**APPENDIX 3**  
**FROG CLASSROOM TERMS AND CONDITIONS**

1. The school, through the Frog Admin, shall provide training to all teachers and students in the school on the use and benefits of the Frog VLE and also conduct awareness and training sessions for parents time to time;
2. The school will designate two (2) or more teachers as Frog Advocate Teachers and use the Frog Classroom as a 'Frog Hub' to promote and provide training on the use of the Frog VLE among students, teachers and parents in the school as well as in neighbouring schools. The Frog Advocates in the schools will be responsible for these programmes, working in collaboration with FrogAsia;
3. The school shall take full responsibility for the up-keep and maintenance of the Frog Classroom and ensure that is not vandalised or misused in any way. The Foundation shall not be responsible for the maintenance or for any warranty claims (which shall be the sole responsibility of the suppliers of the relevant items or equipment);
4. The school shall allow access to researchers and guests of the Foundation to observe how the Frog VLE and digital devices are used in the Frog Classroom;
5. The PIBG shall provide support to the school in carrying out its obligations under this Agreement to ensure the security of the Frog Classroom;
6. The school will implement the Frog VLE in the school;
7. The school shall submit a report twice a year (with photos) on the use and effectiveness of the Frog Classroom;
8. Credit should be given to the Foundation or such other entities specified by the Foundation on all publicity and promotional material of the school;
9. As far as practicable, the Frog Classroom should be accessible to students after school hours (to do homework, for after school programmes and extra lessons...etc);
10. A Frog Classroom constitution should be drawn up by the *students* to govern the use of the classroom;
11. The design of the Frog Classroom (including colours used) shall be as prescribed by the Foundation and any variations will require the consent of the Foundation;
12. The Classroom shall be named the "Frog Classroom" or such other name approved by the Foundation and shall give credit, in such manner approved by the Foundation, to the Foundation and any other party approved by the Foundation who has contributed to the Frog Classroom; and
13. A Donation Agreement in the form prescribed by the Foundation will be entered into between the school, the PIBG and the Foundation.

***The School shall fulfil Key Performance Indicators for the Frog Classroom as follows:***

- A. Activities per year in the classroom (on top of the daily teaching and learning activities)
- 2 activities for teachers (internal)
  - 2 activities with other schools (used as a hub)
  - 2 activities with the PIBG
- B. Student access to classroom;
- Less than 1000 students – once a week
  - More than 1000 students – once in two weeks

**THIS DONATION AGREEMENT is made on**

**2016**

**BETWEEN**

**YTL FOUNDATION** (Company No. 421570-A), a company limited by guarantee and having its registered office at 11th Floor, Yeoh Tiong Lay Plaza, 55 Jalan Bukit Bintang, 55100 Kuala Lumpur (hereinafter called the "**Donor**") of the first part;

**AND**

**SEKOLAH MENENGAH KEBANGSAAN SERI KENANGAN** Batu Anam, 85100 Segamat Johor (hereinafter called the "**Beneficiary**") of the second part.

**AND**

**PERSATUAN IBU BAPA DAN GURU SEKOLAH MENENGAH KEBANGSAAN SERI KENANGAN** Batu Anam, 85100 Segamat Johor (hereinafter called the "**Beneficiary**") of the third part. (hereinafter called the "**PIBG**").

This Agreement is subject to the details listed in the Schedule below and the terms and conditions for donations attached which the Beneficiary undertakes to observe in the performance of this Agreement.

**Schedule**

The Donation	<b>Frog Classroom</b> as more particularly described in the Appendix (the " <b>Frog Classroom</b> ").
Purpose of the Donation	1. The donation of the <b>Frog Classroom</b> is to facilitate and enhance teaching and learning using digital technology and the Internet, to promote the acquisition of 21 <sup>st</sup> Century Skills by students and in particular the use of the Frog Virtual Learning Environment (the " <b>Frog VLE</b> ") in the teaching and learning process in the school.

Conditions on the use of the Donation

1. The Beneficiary, through the Frog Admin, shall provide training to all teachers and students in the school on the use and benefits of the Frog VLE and also conduct awareness and training sessions for parents time to time;
2. The Beneficiary will designate two (2) or more teachers as Frog Advocate Teachers and use the **Frog Classroom** as a 'Frog Hub' to promote and provide training on the use of the Frog VLE among students, teachers and parents in the school as well as in neighbouring schools and will co-operate with the Donor and FrogAsia Sdn Bhd in arranging and facilitating such promotion and training;
3. The Beneficiary shall take full responsibility for the up-keep and maintenance of the **Frog Classroom** and ensure that is not vandalised or misused in any way. The Donor shall not be responsible for the maintenance or for any warranty claims (which shall be the sole responsibility of the suppliers of the relevant items or equipment);
4. The Beneficiary shall allow access to researchers and guests of the Donor to observe how the Frog VLE and digital devices are used in the **Frog Classroom** and will participate in interviews and talks organised by the Donor. The Donor will give reasonable notice of such visits and events that will use reasonable endeavours not to disrupt teaching and learning in the school during such visits and events;
5. The PIBG shall provide support to the Beneficiary in carrying out its obligations under this Agreement to ensure the security of the **Frog Classroom**;
6. The Beneficiary and the PIBG will co-operate with the Donor and its affiliates to implement the Frog VLE in the school;
7. The Beneficiary shall hand-in a report twice a year (with photos) on the use and effectiveness of the **Frog Classroom**; and
8. Credit should be given to the Donor or such other entities specified by the Donor on all

	<p>publicity and promotional material of the Beneficiary, the form of which must be approved by the Donor;</p> <p>9. The Beneficiary shall allow access to students after school hours (to do homework, for after school programmes and extra lessons...etc);</p> <p>10. A Frog Classroom constitution should be drawn up by the students to govern the use of the classroom;</p> <p>11. The design of the Frog Classroom (including colours used) shall be prescribed by the Donor and any variations will require the consent of the Donor; and</p> <p>12. The Beneficiary shall name the Classroom "Frog Classroom" or such other name approved by the Donor and shall give credit, in such manner approved by the Donor, to the Donor and any other party approved by the Donor who has contributed to the Frog Classroom.</p>
<p>Key Performance Indicator ("KPI") for the Frog Classroom</p>	<p>1. To have minimum six (6) activities per year in the classroom:-</p> <ul style="list-style-type: none"> <li>- Two (2) activities for teachers (internal);</li> <li>- Two (2) activities with other schools (used as a hub); and</li> <li>- Two (2) activities with the PIBG.</li> </ul> <p>2. Information and Communications Technology or Technologies ("ICT") must, as far as practicable, be used by teachers during lessons in the classroom and lessons should promote the acquisition of 21<sup>st</sup> century learning skills such as communication, collaboration, critical thinking and creativity;</p> <p>3. The classroom should be accessible to students after school hours (to do homework...etc.);</p> <p>4. The school must participate in:-</p> <ul style="list-style-type: none"> <li>- Surveys;</li> </ul>

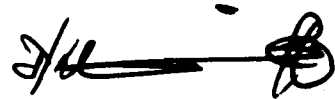


	<ul style="list-style-type: none"> <li>- Interviews; and</li> <li>- Programmes that are run by the YTL Group.</li> </ul> <p>5. All bookings for the classroom should be through the Frog VLE; and</p> <p>6. Student access to the classroom:-</p> <ul style="list-style-type: none"> <li>- Less than 1,000 students – once a week</li> <li>- More than 1,000 students – once in two weeks</li> </ul>
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In witness whereof, this Agreement has been entered into the day and year first above written.

SIGNED by  
**DATO' YEOH SEOK HONG** )  
for and on behalf of )  
**YTL FOUNDATION** )  
in the presence of : )

SIGNED by  
for and on behalf of )  
**SEKOLAH MENENGAH KEBANGSAAN** )  
**SERI KENANGAN** )  
in the presence of : )



X  
**HJH NOOR HASHIMAH BINTI HJ. HASSAM**  
PENGETUA  
SMK. SERI KENANGAN  
85100 Batu Anam, Segamat, Johor.

SIGNED by  
for and on behalf of )  
**PERSATUAN IBU DAN BAPA** )  
**SEKOLAH MENENGAH KEBANGSAAN** )  
**SERI KENANGAN** )  
in the presence of : )



**EN. KHARUDIN B. MOHD SALIO SALIEN**  
**YDP PIBG**  
**SEKOLAH MENENGAH KEBANGSAAN SERI KENANGAN SEGAMAT**  
85100 BATU ANAM,  
SEGAMAT, JOHOR.

## **YTL Foundation's Standard Terms and Conditions for donations**

### **1 The Donor's obligations**

1.1 The Donor will provide the Frog Classroom specified in the Schedule.

### **2 The Beneficiary's obligations**

2.1 In consideration of the grant of the Donation by the Donor to the Beneficiary, the Beneficiary undertakes to apply the Frog Classroom for the purpose and to comply with the conditions set out in the Schedule.

### **3 Publicity**

3.1 The Beneficiary may publicise the Frog Classroom, subject to prior approval of the Donor. The Donor shall be entitled to publicise the Frog Classroom for its corporate purposes.

### **4 Reporting Requirements**

4.1 The Beneficiary shall submit the Donor Reports to the Donor in accordance with the Schedule.

### **5 Termination**

5.1 If at any time the Beneficiary fails to perform any of its obligations under this Agreement or the Donor becomes aware that any material part of the Frog Classroom has been applied by the Beneficiary for any purpose not related to the purpose set out in the Schedule then the Donor may terminate this Agreement and the Beneficiary shall, on written request of the Donor, return the contents of the Frog Classroom to the Donor.

### **6 Comments and approvals**

6.1 Where the Donor's consent or approval is required under the terms of this Agreement, the Donor may grant or withhold such consent or approval at its absolute discretion.

### **7 Confidentiality**

7.1 The Beneficiary will treat all confidential information received from the Donor as confidential and safeguard it accordingly, and, subject to any contrary agreement between the parties, not to disclose any confidential information to any person other than the Beneficiary's professional advisors, who shall be bound by similar obligations of confidentiality, and may be disclosed if required to be disclosed by law or by an order of any court of law or competent regulatory authority.

### **8 Force majeure**

8.1 No party shall be entitled to bring a claim for a breach of obligations under this Agreement by the other party or incur any liability to the other party for any losses or damages incurred by that other party to the extent that a force majeure event occurs and it is prevented from carrying out obligations by that force majeure event.

## **9. Form of communications**

9.1 Except where this Agreement provides otherwise, any communication shall be in writing, and shall be delivered personally or sent by post, to the address as stated at the head of this Agreement or such other address as may be notified in writing by one party to the other. Proof of posting of any communication with the correct address or addresses shall be deemed to be proof of receipt five (5) working days after the day on which the communication was posted.

## **10 Entire agreement**

10.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to the Frog Classroom.

## **11 Form of variations**

11.1 If all or part of the donation cannot reasonably be applied in strict conformance with any purpose specified by the Donor, the donation or any part of it may, subject to prior agreement of the Donor, be applied by the Beneficiary for such other purposes as nearly aligned to the purpose specified by the Donor as Donor considers appropriate.

11.2 Subject to sub-clause 11.1 above, no variation of or amendment to this Agreement, however effected, shall be considered valid and as constituting part of this Agreement unless such variation or amendment has been made in writing and has been signed by the parties or their successors in title.

## **12 Continuing effect of this Agreement**

12.1 This Agreement shall be binding on and enure to the benefit of the parties and their successors and assigns and no party may assign or transfer all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

## **13. Limitation of Liability**

13.1 Notwithstanding anything in this Agreement to the contrary, the Donor shall not be liable in any circumstances for any loss or damage, whether direct, indirect or consequential loss (which expression shall include but not be limited to loss of anticipated profits, loss of savings and all other economic loss) suffered by the Beneficiary arising out of the Frog Classroom or this Agreement.

For the avoidance of doubt, the Donor does not provide any warranty in respect of the goods or equipment included in the Frog Classroom, whether as to merchantability, quality or fitness for purpose or in any other respect whatsoever. The Beneficiary shall be responsible for claiming against any warranties provided by the supplier of such goods and equipment but the Donor may, at its discretion, assist the Beneficiary in communicating with the supplier of such goods or equipment.

13.2 In the event that the Donor fails to provide the Frog Classroom or any part thereof the Beneficiary shall be entitled to terminate this Agreement but shall have no other remedy whatsoever against the Donor.

#### **14 Governing law and jurisdiction**

14.1 This Agreement is governed by, and shall be construed in accordance with, the laws of Malaysia.

14.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Malaysia over any claim or matter arising under or in connection with this Agreement and each of the parties waives any objection to proceedings in any such court on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum.

#### **15 Execution in counterparts**

15.1 This Agreement may be executed in counterparts, each of which shall be an original, and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

#### **16 Definitions and interpretation**

16.1 In this Agreement, the following expressions unless the context otherwise requires shall have the meanings hereinafter specified:

“confidential information” means all information (whether in writing, in pictorial form, in machine-readable form, in oral form or in any other form or medium) relating to the Donor and this Agreement provided that this expression shall not include any information which the parties agree shall not be treated as confidential information, including, but not limited to, any information;

“Donor Report” means the report submitted to the Donor by the Beneficiary containing the information specified in the Schedule and such other information as the Donor may reasonably request in writing;

“force majeure event” means any cause or sequence of combination of causes preventing either party from performing any or all of its obligations under this Agreement;

“purpose” means any purpose or conditions specified by the Donor for the use of the donation, details of which are set out in Schedule; and

“working days” means days excluding weekends and excluding days that are designated as Public Holidays in Malaysia.

## APPENDIX

The Frog Classroom shall include but not limited to the following items:-

Items	Units
<b>M&amp;E Works</b>	
Air-Conditioning (Midea 2HP)	2
<b>Furniture</b>	
Tables	14
Table Legs	14
Chairs	41
<b>Others</b>	
Logistics	1
Project Management & Toolkit	1