

1. **Title.** This initiative is known as “Digital Content Technology Infrastructure Support Programme “BATIK DIGITAL” (the “**Initiative**”).
2. **Objectives.** Key objectives of the Initiative are as follows:
 - a) To ensure Digital Creative Content companies business continuity by leveraging latest technology in operating business and seize economic opportunities;
 - b) To encourage Digital Creative Content companies investing additional resources in maintaining effectiveness and credibility in securing jobs and maintaining the current workforces;
 - c) To support Digital Creative Content companies in maintaining content production quality, data security and consistency of deliverables despite working away from their studio; and
 - d) To establish sustainability of creative technology ecosystem and might minimise the gap among industry player for them to move forward in the economy value chain.
3. **Scope of Incentive**

The Incentive is to reimburse the cost incurred by the approved Applicant (“Recipient”) for purchasing one or more of the software or technology solution listed in Paragraph 7.0 below for the following purposes:

 - a) Financial support for active digital creative content studios based on company size; and/or
 - b) New / additional / renewal design / development / communication software subscription related to digital creative content activities.
4. **Incentive Amount.** Incentive amount based on number of employee category limit:
 - a) Category A: 5 – 30 employees; Up to RM 10,000
 - b) Category B: 31 – 100 employees; Up to RM 20,000
 - c) Category C: 101 and above employees; Up to RM 40,000
5. **Closing Date.** The closing date of the Program for ALL categories are as follows:

Batch 1	Batch 2	Batch 3
15 April 202 @ 6.00pm	30 April 2021 @ 6.00pm	25 May 2021 @ 6.00pm

6. **Eligibility.** Applicants are required to meet the following criteria:

No	Eligibility Criteria
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1	<p>a) Company:</p> <ul style="list-style-type: none"> a. Incorporated in Malaysia under the Companies Act 1965 or Companies Act 2016 and has been in operation for a minimum of 1 (one) year as at the application date; and b. Not the subject of a winding up order; OR <p>b) Enterprise / Sole Proprietorship / Partnershis:</p> <ul style="list-style-type: none"> a. Registered under the Registration of Business Act 1956 and has been in operation for a minimum of 1 (one) year as at the application date; and b. The owner or partner is not the subject of a bankruptcy or insolvency order; OR <p>c) Limited Liability Partnership:</p> <ul style="list-style-type: none"> a. Registered under Limited Liability Partnerships Act 2012 and has been in operation for a minimum of 1 (one) year as at the application date; and b. The partner(s) is not the subject of a bankruptcy or insolvency order;
2	Has proven portfolio and track record in digital creative content creation in animation, game development, new media, visual effects, digital comic, augmented reality, virtual reality, mixed reality or interactive content works either as an outsourced service provider or in the creation of original work;
3	Employs a minimum of 5 (five) employees;
4	The software/technology solution to be purchased is one of the software/technology solution listed in the List of Allowable Softwares/Technology Solutions;
5	The purchase of software/technology solution has not been made as at the application date.

7. List of Allowable Softwares/Technology Solutions

Project Management Software
<ol style="list-style-type: none"> 1. Short Gun 2. Atlassian JIRA 3. Moca Pro 4. Slack 5. Fusion 6. Trello 7. ASANA 8. Monday.com 9. TACTIC

10. Microsoft Project
11. Google Sheet
12. Synology NAS

Design/Development Software

1. Autodesk MAYA/3ds Max/Smoke
2. Blender
3. Unreal Engine
4. Unity/GameMaker/AppGameKit/RPG Maker/Construct/Stencyl/BuildBox/Titanium/Haxe/Clickteam Fusion
5. Visual Studio/IntelliJ IDEA/Aptana Studio 3/PyCharm/PhpStorm/WebStorm/AppCode/RubyMine/Komodo IDE/CLion
6. Adobe Creative Cloud
7. Wordpress
8. MOHO Studio
9. Logic Pro
10. Da Vinci Resolve
11. Z Brush
12. Apple Final Cut Pro
13. Toon Boom Harmony/StoryboardPro/Producer
14. AutoCAD/Engineering Software/ID Design
15. NUKE/Houdini
16. 3D Streamax/Audio Software/Pro Tools/LMMS
17. Visio
18. Krita
19. Esoteric Spine 2D
20. DragonBones
21. Sublime
22. Portraitpro
23. Skylum
24. Flutter

Communication Software

1. DingTalk
2. Amazon Web Services
3. Cisco Webex
4. Microsoft Teams
5. G Suite by Google
6. VooV Meeting
7. Zoom Meeting
8. Adobe Connect
9. Discord
10. Notion

8. **Submissions Procedures.** Applicants are required to submit the following information and documents to MDEC:

- a) Completed Application Form issued by MDEC (all information specified in the Application Form must be submitted);
- b) Company profile with proven portfolio on digital creative content creation;
- c) Supporting document(s) to prove digital creative content project(s);
- d) Supporting documents to prove number of employees (Employer EPF contribution statement);
- e) Proposed software/technology solutions to be purchased supported by quotation from valid vendors/suppliers.

MDEC reserves the right to request additional information from the Applicant at any time.

9. **Manner of Reimbursement**

- a) MDEC to reimburse and pay to the Recipient the amount of cost of purchase of the software/technology solution paid by the Recipient to the vendor/supplier/ technology provider/service provider supported by receipt of the purchase.
 - b) Claim for disbursement shall be made by the Recipient latest by **30 November 2021** and upon approval by MDEC, the disbursement is made through online payment/issuance of cheque or wire transfer.
10. **No Revision or Resubmission.** Upon submission of Application, no revision or resubmission of the Application will be accepted and MDEC shall not entertain any revision and/or resubmission and/or request for the return of the Application.
 11. **Withdrawal.** The Applicants may withdraw their Application for whatever reasons by submitting an official letter to MDEC stating the intention to withdraw together with the reasons.
 12. **Disqualification.** MDEC shall have the right, in its sole discretion, to automatically disqualify the submission of the Application in the event that the submission of the Application is incomplete, unreadable, damaged, mutilated, tampered, falsified, irregular in any way or not in compliance with the Terms and Conditions of the Initiative. All materials submitted for the Initiative shall not be returned to the Applicant. The Applicant is encouraged to keep a copy of the materials submitted for own record purposes.
 13. **Exclusions of Liability.** MDEC, hereby disclaim any and all liabilities that may arise in connection with the Incentive and any material submitted and/or produced in relation thereto. Further, the MDEC shall not be responsible for any Application that are lost or damaged in transit.
 14. **True and Accurate.** The Applicant hereby declares that all information, financial and other statements, reports and other documents and data furnished, or to be furnished to MDEC, in connection with this application does not contain any untrue statements and were honestly provided and made upon due and careful inquiry and have not omitted to state any fact(s), the omission of which makes such statements misleading.

15. **Disputes.** The Applicants agrees that all disputes shall be resolved amicably, failing which the courts of Malaysia shall have exclusive jurisdiction to settle any dispute.
16. **Terms and Conditions.** By submitting the application and therefore participating in the Initiative, each Applicant agrees to be bound by and abide to these terms and conditions including decisions made by MDEC, including any amendments, modifications and/or interpretation of these terms and conditions.
17. **Personal Data.** The Applicant acknowledges that by submitting this form to MDEC, the Applicant hereby represent and warrant that with regards to the Personal Data provided or to be provided to MDEC for the purpose(s) of and/or in connection with the Incentive, the Applicant have obtained the required consent for MDEC to process such Personal Data. The Applicant further represent and warrant that, he/she has read and accepted the statements in MDEC's Personal Data Protection Statement which is accessible at <https://mdec.my/footer-pages/personal-data-protection/>, agree to the processing of any personal data provided by the Applicant to MDEC in the manner set out therein. The Applicant further agrees that, with regards to the personal data provided and or to be provided by MDEC to the Applicants for the purpose(s) of and or in connection with Program, the Applicants shall, and shall procure that all of his or her employees, officers, employer and agents to similarly, comply with the Persona Data Protection Act 2010.
18. **Confidentiality.** No representation, warranty or undertaking is given by MDEC that any Application submitted by the Applicant will be received or held in confidence and under no circumstances will the Application submitted by the Applicants imposes any confidential obligations on MDEC.
19. **Miscellaneous**
 - a) The Applicant acknowledges that the submission of the Application does not create an obligation or guarantee on the part of MDEC to approve the Application herein. If the Application is approved, any decisions conveyed by MDEC to the Applicant on the scope and amount of the Incentive shall be final and not open to any negotiation, appeal or recourse. If the Application is rejected, the decision conveyed by MDEC to the Applicant shall be final and is not open to appeal or any other recourse by the Applicant.
 - b) The Applicant hereby agrees to release and hold harmless MDEC, its employees, agents and representatives against any and/or all losses, damages, rights, claims and actions of any kind in connection with the Initiative.
 - c) MDEC reserves the right to cancel, terminate or modify the Initiative or these Terms and Conditions without prior notice, at its sole and absolute discretions.
 - d) MDEC's failure to enforce any of these Terms and Conditions shall not be constitute a waiver of that provisions.
 - e) If any of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such terms and



conditions shall not affect the other provisions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

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