

- 65.5 In the event that such consent has been obtained in accordance with clause 65.4, the reference of any matter, dispute or difference to arbitration pursuant to this clause and/or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the parties to perform their respective obligations under this Contract.
- 65.6 In any arbitration proceedings conducted pursuant to clause 65.3, the Parties may make any counter claim in relation to any dispute or difference arising from the Contract.
- 65.7 Upon every or any such reference the costs of such incidental to the reference and award shall be in the discretion of the Arbitrator who may determine the amount thereof, or direct the amount to be taxed as between solicitor and client or as between party and party, and shall direct by whom and to whom and in what manner the same be borne, award and paid.
- 65.8 The award of the Arbitrator shall be final and binding on the Parties.
- 65.9 In the event of the death of the arbitrator or his unwillingness or inability to act, then the Government and the Contractor upon agreement shall appoint another person to act as the arbitrator, and in the event the Government and the Contractor fail to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the Director of the Regional Centre for Arbitration in Kuala Lumpur.
- 65.10 In this clause, "reference" shall be deemed to be reference to arbitration within the meaning of the Arbitration Act 2005.
- 65.11 The arbitration shall be governed by the Arbitration Act 2005 and the laws of Malaysia.

66.0 NOTICE, *ETC.*

- 66.1 Any notice, approval, consent, request or other communication required or permitted to be given or made under this Contract shall be in writing in Bahasa Malaysia or English language.
- 66.2 Such notice shall be effected by:
- (i) hand delivery or courier and an acknowledgement of receipt obtained;
 - (ii) leaving the notice at the registered office or site office of the Contractor in which case it shall be deemed to have been duly delivered; or
 - (iii) registered post in which case it shall be deemed to have been received seven (7) days after the date of posting.
- 66.3 The address of the Government and the Contractor is as shown below or such other address as either party may have notified the sender:

to the Government:

Address:

to the Contractor:

Address: