

**MEMORANDUM OF UNDERSTANDING
OF ESTABLISHING SISTER-PORT
RELATIONSHIP**

**BETWEEN
THE FUZHOU PORT AUTHORITY, CHINA
AND
THE PORT MALACCA AUTHORITY, MALAYSIA**

2017.3.21

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MALACCA PORT AUTHORITY, MALAYSIA
AND
FUZHOU PORT AUTHORITY, CHINA
(FOR THE ESTABLISHMENT OF A SISTER-PORT RELATIONSHIP)

The Malacca Port Authority, having its registered address at Jalan Pelabuhan, 42005 Port Klang, Selangor Darul Ehsan, Malaysia and Fuzhou Port Authority, having its registered address at No.255 Liuyi South Road, Cangshan District, Fuzhou 350007, Fujian Province, China (hereinafter singularly referred to as “the Party” and collectively referred to as “the Parties”);

RECOGNISING the existing friendly relations between the two countries;

CONVINCED of the necessity of a lasting and effective co-operation in the interest of both ports;

DESIRING to establish a sister-port relationship by way of mutual assistance and joint co-operation particularly in the fields of port studies, training and apprenticeship, exchange of information, technical assistance as well as traffic development and promotion of services between the two ports;

BELIEVING that such co-operation would serve their common interests and contribute to the enhancement of the friendship and mutual understanding between the ports of both countries,
HAVE AGREED as follows:

ARTICLE 1

PURPOSE

The Parties subject to the terms of this Memorandum of Understanding and the laws, national policies, rules and regulations of each country hereby agree to recognise and establish each other as its sister-port to enhance the friendship and mutual understanding between both Parties by way of organising cooperative activities as set out in the terms and conditions herein.

ARTICLE 2

FORM OF COOPERATION

The Parties subject to the laws, regulations, procedures and national policies from time to time in force governing the subject matter in their respective countries agree to establish the cooperation in the form of programmes covering the field of port studies, staff training, exchange of information and exploring ways to improve trade, traffic and services between the respective ports.

ARTICLE 3

SCOPE

The Parties shall take all practicable effort to extend mutual assistance and cooperation with each other for the achievement of the intention of this Memorandum of Understanding, in particular:

3.1 Port Studies

The Parties agree to carry out and exchange information pertaining to the feasibility study of all port related projects.

3.2 Training and Apprenticeship

The Parties agree to take all practicable efforts to enhance mutual cooperation through exchange of training of personnel for the purpose of improving the efficiency and effectiveness of ports particularly in the fields of:-

- a) Operation and Management of Terminal.
- b) Marine Operations – navigational port safety, safe channels.
- c) Organisation and operation of Vessel Traffic Management System (VTMS) in the port.

3.3 Exchange of Information

Either Party may request for a joint discussion and may exchange information with the other Party on statistical data, cargo handling and ship movement between the ports, ship owners policies and information on the shipping agents using the ports and any other port related information which is of benefit to the ports subject to the prior approval of the other Party.

3.4 Technical Assistance

Either Party may request for joint discussions and may exchange technical assistance in matters relating to equipment and facilities which can improve the technical input and usage of port equipment, facilities and instruments (e.g. radio-communication).

3.5 Traffic Development and Promotion of Services Between The Two Ports

The Parties may carry out ports promotion campaigns between the two ports for the purpose of enhancing the usage of the two ports which could result in greater utilisation of cargo handling, trade and business opportunities.

ARTICLE 4

TRAINING PROGRAMMES

Duration of training, and/ or assignment programmes provided in Article 3.2 above or any other related areas may be subjected to further specific agreement between the Parties.

ARTICLE 5

ACTION PLAN PROGRAMME

A three (3) year action plan shall be drafted, discussed and agreed upon between the Parties and may be renewed, revised and amended as and when necessary.

ARTICLE 6

FINANCIAL AGREEMENT

The principle and financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding shall be mutually agreed upon by the respective Parties on a case basis subject to the availability of funds and resources.

ARTICLE 7

INTELLECTUAL PROPERTY RIGHTS

- 7.1 The protection of intellectual rights shall be enforced in conformity with the respective national laws and regulations for the Parties and with international agreements signed by both Parties. Each Party is entitled to intellectual property rights and other proprietary rights vested in the products, documents or any material generated or prepared in the course of carrying out the activities under this Agreement subject to the national laws and regulations of the Parties.
- 7.2 The usage of the name, logo and/ or official emblem of either Party on any publication, document and/ or paper is prohibited without the prior written approval of the other Party, as the circumstances may require.
- 7.3 Notwithstanding anything contained in this Article, a Party shall own the intellectual property rights in respect of any technological development, and any products and services development, which were solely and separately developed by that Party.

ARTICLE 8

CONFIDENTIALITY

Each Party shall each undertake to observe the confidentiality and secrecy of all documents, information and other data received or

supplied to the other at all times during the period of the implementation of this Memorandum of Understanding or any other agreement made pursuant to this Memorandum of Understanding. The parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding termination of this Memorandum of Understanding.

ARTICLE 9
SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party.

ARTICLE 10
ENTRY INTO FORCE, DURATION AND TERMINATION

- 10.1 This Memorandum of Understanding shall come into force on the date of its signature and shall remain in force unless otherwise terminated under this Article.
- 10.2 Either Party may terminate this Memorandum of Understanding by notifying the other Party in writing three (3) months prior to its intention to do so.
- 10.3 The termination of the Memorandum of Understanding shall not affect the implementation of on going activities/ programmes which have been agreed upon prior to the date of the termination of this

Memorandum of Understanding.

ARTICLE 11

REVISION, MODIFICATION AND AMENDMENT

The Parties may revise, amend or modify all or part of the Memorandum of Understanding by way of mutual consent in writing. Such revision, amendment or modification if mutually agreed upon shall be reduced in writing and shall form part of this Memorandum of Understanding and shall come into force on such date as determined by the Parties. Any revision, amendment or modification shall be done without prejudice to the rights and obligations arising from or based on this Memorandum of Understanding prior or up to the date of such revision, amendment or modification.

ARTICLE 12

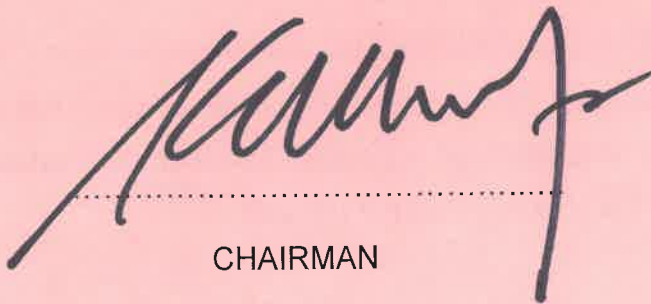
SETTLEMENT OF DISPUTE

Any difference or dispute arising out of the interpretation, implementation or application of any of the provisions of this Memorandum of Understanding shall be settled amicably by consultation or negotiation between the Parties without reference to any third party or international tribunal.

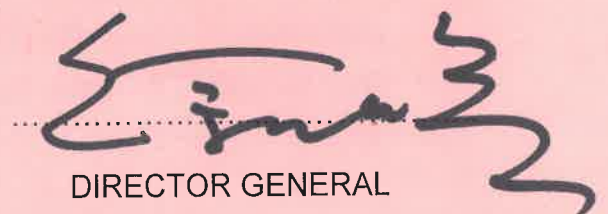
IN WITNESS WHEREOF, the undersigned being duly authorised thereto by their respective authorities have signed this Memorandum of Understanding.

For and on behalf of
MALACCA PORT AUTHORITY
MALAYSIA

For and on behalf of
FUZHOU PORT AUTHORITY
CHINA



CHAIRMAN



DIRECTOR GENERAL

DONE AT 11:00 on this 21st day of March in the year 2017 in two (2) original texts, each in the English and Chinese languages and all texts being equally authentic.