

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

The Port Kelang Authority, having its registered address at Jalan Pelabuhan, 42005 Port Klang, Selangor Darul Ehsan, Malaysia and Xiamen Port Authority, having its registered address at 127 Dongdu Road, Xiamen, Fujian Province, P.R.C.(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

- 8.1 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 authorized thereto by their respective authorities have signed this Memorandum of Understanding.

For and on behalf of
PORT KELANG AUTHORITY
SELANGOR, MALAYSIA

For and on behalf of
XIAMEN PORT AUTHORITY
Fujian, P.R.C.



.....
Tan Sri Kong Cho Ha
CHAIRMAN



.....
Wu Shunbin
DIRECTOR GENERAL

Done at Xiamen on 28th October, 2015 in two original texts, each in the English and Chinese languages and all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

马来西亚巴生港务局与中国厦门港口管理局 关于建立姐妹港关系的谅解备忘录

巴生港务局（在马来西亚的注册地址为：Jalan Pelabuhan, 42005 Port Klang, Selangor Darul Ehsan, Malaysia）与中国厦门港口管理局（中国厦门市东渡路 127 号）在下文单独提及简称“一方”，同时提及简称“双方”，注意到两国现有的友好关系，确信基于两港共同利益而开展长期与有效合作的必要性，希望建立姐妹港关系，尤其在港口研究、员工培训、信息交流、技术协助和双方运输往来，提升服务水平方面开展互助与合作，深信这种合作将有利于增进双方共同利益，促进友谊，增加互信，达成以下协定。

第一条 目的

双方是在本谅解备忘录的条款和两国的法律、国家政策、规则和条例下，同意建立姐妹港关系，以增进双方友谊与互信。这一关系将通过开展以下条款中所列的合作项目来具体落实。

第二条 合作形式

双方是在各自国家有效的法律、法规、程序和国家政策的执行下，同意通过开展港口研究、员工培训、信息交流等多方面的项目合作，以提升两港贸易往来及运输与服务水平。

第三条 范围

双方将采取一切可行措施开展互助与合作，以实现此谅解备忘录的目的，尤其在：

1、港口研究

双方同意开展和交流港口相关工程可行性研究的信息。

2、学员培训

双方同意采取一切可行措施，通过开展交流、培训，加强双方合作水平，以达到提升港口效率和效益之目的，尤其在以下领域开展合作。

- a) 码头运营与管理；
- b) 海运管理----港口安全和航道安全；
- c) 港口船舶运输管理系统的组织和运行。

3、信息交流

任何一方请求与另一方举行讨论会，在事先取得另一方同意后可交流两港的统计数据、装卸货物、船舶流动、船东政策，以及船舶代理使用港口和其他港口相关的信息。

4、技术协助

任何一方请求与另一方举行讨论会，交流可提高技术输入和港口设备、设施和仪器（如电台通讯）使用能力的相关技术协助的信息。

5、两港间的运输往来和提升服务方面

双方可开展港口推介活动，以提高两港的港口使用效率，提升货物装卸和贸易水平，增加商业机会。

第四条 培训计划

在本协议第三条第 2 点和其他相关条款中提及的培训和（或）任务期限可由双方具体商定。

第五条 行动计划

双方应起草、商定三年行动计划，必要时进行更新和修订。

第六条 财务协定

在此谅解备忘录框架内，开展合作项目所涉及的相关费用应由双方根据可供使用的经费和资源情况一致同意，基于单个项目达成协议。

第七条 知识产权

1、知识产权的保护应符合双方所在国的法律和规定及双方共同签订的国际协定。任何一方都各自享有双方所在国法律、法规规定的知识产权和其他在开展本协议相关活动时所产生的附属在产品、文件或材料上的所有权。

2、在任何出版物、文件及（或）书面使用任何一方的名称、标志和官方徽章，都必须事先征得对方的书面同意。

3、在此条款的任何内容下，任何一方应拥有任何技术发展，任何产品及服务发展的知识产权，这是独自及各别发展的。

第八条 保密

在执行此谅解备忘录或任何其他根据该谅解备忘录进行的协议期间，在从对方接收或向对方提供任何文件、信息及数据时，各方应履行保密义务。即使此谅解备忘录终止，双方同意本条款的规定继续对双方具有约束力。

第九条 协议中止

任何一方出于国家安全、国家利益、公共秩序或公共卫生的需要，可临时中止实施此谅解备忘录全部或部分内容。在通知另一方后，中止便立即生效。

第十条 谅解备忘录生效、期限和终止

1、此谅解备忘录自签字之日起生效。

2、任何一方如有意终止此谅解备忘录，需提前三个月书面通知另一方。

3、此谅解备忘录的终止将不影响在终止日之前经双方同意的、目前正在进行当中的项目、活动。

第十一条 修订、修改和修正

经双方书面同意，双方可修订、修改和修正此谅解备忘录的部分或全部内容。此种经双方同意的修订、修改和修正内容应该以书面形式确立并构成此谅解备忘录的一部分，并在双方商定的日期生效。任何修订、修改和修正内容不得有损其发生之前或之时本备忘录所产生的或基于本协议的权利和义务。

第十二条 争议的解决

因解释、执行或实施此谅解备忘录任一条款造成的任何分歧或争议，应由双方友好协商或谈判解决，而不诉诸任何第三方或国际法庭。

双方授权代表在此谅解备忘录下签字，以此证明。

此谅解备忘录于 2015 年 10 月 28 日在厦门签署，一式贰份，分别用中英文书写，两种文本具有同等效力。若对不同文本的解释存在分歧，以英文文本为准。

马来西亚巴生港务局

中国厦门港口管理局



丹斯里江作汉

主席



吴顺斌

局长