

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PORT KELANG AUTHORITY, MALAYSIA
AND
SHANGHAI INTERNATIONAL PORT GROUP CO., LTD, 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 Shanghai International Port Group Co., Ltd, having its registered address at 4/F, Block A, Comprehensive Building, No.1, Tong Hui Road., Luchaogang Town, Pudong New Area, Shanghai, 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, where possible, 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 port related projects based on mutual consents from the parties.

3.2 Training and Apprenticeship

The Parties agree to take all practicable efforts to establish exchange programmes in personnel training 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.

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

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 port related projects based on mutual consents from the parties, and 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, where appropriate, 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 discuss and organize joint promotion campaigns for the purpose of enhancing the usage of the two ports which could result in greater utilisation of cargo handling, trade and business opportunities for both ports.

ARTICLE 4

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 by case basis subject to the availability of funds and resources.

ARTICLE 5

INTELLECTUAL PROPERTY RIGHTS

- 5.1 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.
- 5.2 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.
- 5.3 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 6

CONFIDENTIALITY

- 6.1 The parties will treat as confidential all Confidential Information which has been or is subsequently supplied to the parties by each party or on behalf of each party or the subsidiary or any of professional advisers;
- 6.2 Each party may disclose certain Confidential Information to persons within its group or its professional advisers, who need to access the information for the purpose of the port related projects referred to above and agree to maintain the confidential nature of the Confidential Information in accordance with this Memorandum of Understanding;
- 6.3 Except with prior written consent by another party, each party and its respective officers and employees will not use any of the Confidential Information or disclose the same to any person other than for the

purpose of the port related projects referred to above (except to the extent that disclosure is required by law or the rules of any relevant regulatory body);

- 6.4 Except as required by law or the rules of any relevant regulatory body, each party will not make any announcement in respect of port related projects without prior written consent by another party.

ARTICLE 7

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 8

ENTRY INTO FORCE, DURATION AND TERMINATION

- 8.1 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.
- 8.2 Either Party may terminate this Memorandum of Understanding by notifying the other Party in writing one (1) months prior to its intention to do so.
- 8.3 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 9

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.

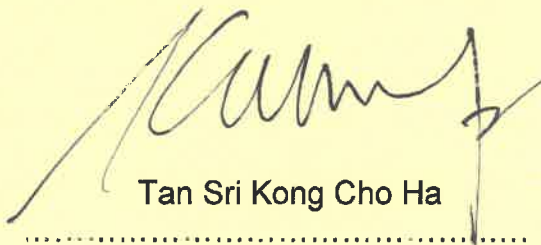
ARTICLE 10

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
PORT KELANG AUTHORITY
SELANGOR, MALAYSIA



Tan Sri Kong Cho Ha

CHAIRMAN

For and on behalf of
**SHANGHAI INTERNATIONAL PORT
GROUP CO., LTD**
SHANGHAI, CHINA



Yan Jun

President

DONE AT Shanghai on this 26th day of October in the year 2015 in two (2) 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.

关于马来西亚巴生港务局
与
上海国际港务（集团）股份有限公司
建立姐妹港关系的合作备忘录

巴生港务局（注册地址为：马来西亚雪兰莪州巴生港 42005 港口路），与上海国际港务（集团）股份有限公司（注册地址为：中国上海市浦东新区芦潮港镇同汇路 1 号综合大楼 A 区 4 楼），（以下单独提及简称“一方”，同时提及简称“双方”）；

基于：

对两国现有友好外交关系的共识；

确信在两港共同利益的基础上开展长期、有效合作的必要性；

希望建立姐妹港的友好合作关系，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及提升两港间服务水平等方面开展互助与合作；

深信此合作将满足双方的共同利益，同时深化友谊，增进互信；

现达成以下协定：

第一条 目的

双方在遵守本合作备忘录的条款、两国的法律、国家政策和规章制度的前提下，同意建立姐妹港关系，以增进双方友谊与互信。此合作关系将通过开展以下条款中所列的合作形式予以具体落实。

第二条 合作形式

双方在遵守各自国家有效的法律、规章制度和国家政策的前提下，将可能在港口研究、员工培训、信息交流、探索两港贸易往来、提升两港运输与服务水平等方面开展良好合作。

第三条 合作范围

双方将采取一切可行措施开展互助与合作，以实现此合作备忘录的良好意愿，尤其在：

1、 港口研究

双方同意就相关港口项目的可行性研究开展交流与信息交换。

2、 员工培训

双方将采取一切可行措施，通过开展员工交流、培训等项目以加强双方合作水平，达到提升港口效率与效益的目的，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。

以上提及的交流与培训等项目的具体操作安排与期限

等，将视双方进一步的另行协议内容而定。

3、 信息共享

任何一方可提议举行讨论会，在双方达成一致的情况下，双方可就两港的统计数据、运能运量、船舶流动、船东政策，以及船舶代理使用港口和其他相关港口的信息进行交流。

4、 技术协助

任何一方可提议举行讨论会，在双方达成一致的情况下，双方可就技术输入、港口设备、设施和仪器（如电台通讯）等相关方面进行合作与交流。

5、 两港间的运输往来和提升服务方面

双方可开展两港间推介活动，积极组织合作项目以提升两港的作业效率和贸易往来，并寻求更多商业机会。

第四条 财务协定

在此合作备忘录框架内，开展合作项目所涉及的相关费用应由双方根据可用经费和预算情况进行安排，并基于单个项目达成一致意见。

第五条 知识产权

- 1、 双方将遵照各自国家的法律法规、国际协定以保护其知识产权不受侵犯；在此合作备忘录框架下，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，包括开展本协议相关活动时涉及的附属在产品、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，任何一方独立开发的任何技术研发、产品及服务的知识产权均由该方独自享有。

第六条 保密协议

- 1、 在执行此合作备忘录或任何其他根据该合作备忘录进行的协议期间，任何一方须将另一方提供的保密信息视为绝对私密；
- 2、 在执行此合作备忘录或任何其他根据该合作备忘录进行的协议期间，双方将可以向有需要知悉保密信息以便进行上述交易的雇员及相关专业机构进行适度披露，并要求其承担与本承诺函所列条款具有相同法律效力的保密义务；
- 3、 在未取得另一方书面同意的情况下，一方不得将获取的保密信息用作与上述交易目的之外的其他用途，或其他个人或机构披露保密信息（根据法律或其他政府机构相关规定必须做出的披露除外）；
- 4、 除根据法律或其他政府机构相关规定必须做出的公告披露外，任何一方在未取得另一方的书面同意前将不对外公告与上述交易有关的任何保密信息。

第七条 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，可临时中止实施此合作备忘录全部或部分内容。一经通知另一方，此合作备忘录立即中止。

第八条 合作备忘录生效、期限和终止

- 1、 此份合作备忘录将于双方签署日立即生效，除非另行终止，否则持续有效；
- 2、 任何一方如有意终止此合作备忘录，需要提前一个月以书面通知的形式通知另一方；
- 3、 此合作备忘录的终止将不影响在终止日之前经双方已一致同意并正在进行当中的合作项目或活动。

第九条 修订、修改和修正

经双方书面同意，双方可修订、修改和修正此合作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合作备忘录的一部分，并在双方商定的日期生效。任何修订、修改和修正内容在其正式生效前，不得影响原有条款中约定的权利和义务。

第十条 争议解决

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

双方授权代表在此合作备忘录下签字，以此证明。

代表

巴生港务局

雪兰莪州，马来西亚

代表

上海国际港务（集团）股份有限公司

上海，中国

丹斯里 江作汉

严 俊

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主席

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总裁

此合作备忘录于二零一五年十月二十六日签署于上海。协议一式贰份，分别包括中英文版本各一份，中英文版本具有同等效力。若对不同版本的解释存在分歧，以英文版本为准。