

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OSAKA PORTS AND HARBORS BUREAU, JAPAN
AND
THE PORT KLANG AUTHORITY, MALAYSIA
(ON PARTNERSHIP PORT AFFILIATION)

This Memorandum of Understanding (hereinafter referred as to “this MOU”) is made this 25th March 2024 between

THE OSAKA PORTS AND HARBORS BUREAU, the port administrator of the ports in Osaka City and Osaka Prefecture under the Harbor Act (Act No.218 of 1950) with registered address at ATC ITM Building 10F, 2-1-10 Nanko-Kita, Suminoe-ku, Osaka 559-0034, Japan

and

THE PORT KLANG AUTHORITY, a body corporate established under the Port Authorities Act 1963 (Act 488) with registered address at Jalan Pelabuhan, 42005 Port Klang, Selangor Darul Ehsan, Malaysia;

Parties may hereinafter individually be referred to as “the Party” or collectively as “the Parties”, and the ports managed by the Parties may be collectively referred to as “Both Ports”.

WHEREAS:

RECOGNISING the existing friendly relations between both countries;

CONVINCED of the necessity of a lasting and effective cooperation in the interest of Both Ports;

DESIRING to establish a port partnership by way of mutual assistance and joint cooperation 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 Both Ports;

BELIEVING that such cooperation would serve to the common interests of Both Ports and contribute to the enhancement of the friendship and mutual understanding among the ports of both countries;

NOW THE PARTIES HAVE AGREED as follows:

ARTICLE 1
PURPOSE

The Parties subject to the terms of this MOU and the laws, national policies, rules and regulations of each country hereby agree to recognise and establish each other as its partnership port to enhance the friendship and mutual understanding between the 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 both countries agree to establish the cooperation in the form of programmes covering the fields of port studies, training and apprenticeship, exchange of information and exploring ways to improve trade, traffic and services between Both Ports.

ARTICLE 3

SCOPE

The Parties shall take all practicable efforts to extend mutual assistance and cooperation with each other in realising the intentions of this MOU, in particular:

3.1 Port Studies

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

3.2 Training and Apprenticeship

The Parties agree to conduct personnel training exchanges for the purpose of improving port efficiency and effectiveness, such as in the fields of:

- a) Management and operation of terminal
- b) Marine Operations – navigational port (channel) safety
- c) Intra-port organisation and operation of Vessel Traffic Management System (VTMS)

3.3 Exchange of Information

Either Party may request for joint discussions and may exchange information with the other Party on statistical data, (cargo, sea routes etc.) between Both Ports, information on ships utilizing Both Ports, and any other port related information which is of benefit to Both Ports.

3.4 Technical Assistance

Either Party may request for advice and information exchange in matters relating to improving technical input (expertise) and enabling effective usage of port facilities, equipment and instruments (e.g. radio-communication).

3.5 Traffic Development and Promotion of Services between Both Ports

The Parties may carry out ports promotion between Both Ports for the enhancement in the usage of Both Ports that could result in greater

expansion of cargo and trade, as well as in creation of business opportunities.

ARTICLE 4
TRAINING PROGRAMMES

The training duration, concrete contents of assignment programmes mentioned prior in Article 3.2 and any other related projects shall be subjected to further specific agreement between the Parties.

ARTICLE 5
FINANCIAL AGREEMENT

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

ARTICLE 6
INTELLECTUAL PROPERTY RIGHTS

- 6.1 The protection of intellectual rights shall be enforced in conformity with the respective national laws and regulations of the Parties and with international agreements signed by the Parties. Both Parties are 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 MOU subject to the national laws and regulations of the Parties.
- 6.2 The usage of the name, logo and official emblem of either Party on any publication, document or letter is prohibited without the prior written approval of the other Party.

6.3 Notwithstanding anything contained in this Article, the Party that solely and separately develops any technology, product, and service, shall own the intellectual property rights.

ARTICLE 7
CONFIDENTIALITY

The Parties 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 MOU or any other agreement made pursuant to this MOU. The Parties agree that the provisions of Article 7 shall continue to be binding between the Parties notwithstanding termination of this MOU.

ARTICLE 8
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 MOU, which suspension shall take effect immediately after notification has been given to the other Party.

ARTICLE 9
ENTRY INTO FORCE, DURATION AND TERMINATION

9.1 This MOU shall come into force on the date of its signature and shall remain in force unless otherwise terminated under this Article.

9.2 Either Party may terminate this MOU by notifying the other Party through letter three months prior to its intention to do so.

9.3 The termination of this MOU shall not affect the implementation of on-going activities or programmes which have been agreed upon prior to the date of the termination of this MOU.

ARTICLE 10

REVISION, MODIFICATION AND AMENDMENT

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

ARTICLE 11

SETTLEMENT OF DISPUTE

Any differences or disputes arising out of the interpretation, implementation or application of any provisions in this MOU shall be settled amicably by consultation or negotiation between the Parties without reference to any third parties or international tribunal. The contents of this MOU shall not be legally binding nor impose obligations or limitations. Nevertheless, both parties shall genuinely commit with the notion of exercising good principle.

ARTICLE 12

CONTACT REPRESENTATIVES

Ensuing the MOU signing and to the purpose of thoroughly implementing affiliation contents, both parties shall promptly designate contact representatives and inform of corresponding contact information by letter. Should any changes arise, notifications shall be made accordingly without postponement.

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

For and on behalf of

For and on behalf of

**OSAKA PORTS AND HARBORS BUREAU
JAPAN**

**PORT KLANG AUTHORITY
MALAYSIA**

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MARUYAMA Junya
Director General

Ean Yong Hian Wah
Chairman

DONE AT Osaka on this 25 day of March in the year 2024.