

**MEMORANDUM OF CO-OPERATION
BETWEEN
THE MINISTRY OF THE ENVIRONMENT OF JAPAN
AND
THE GOVERNMENT OF MALAYSIA
IN THE FIELD OF SOLID WASTE MANAGEMENT**

THE MINISTRY OF THE ENVIRONMENT OF JAPAN and **THE GOVERNMENT OF MALAYSIA** as represented by the Ministry of Housing and Local Government of Malaysia (hereinafter referred to individually as the “Participant” and collectively as the “Participants”),

DESIRING to further enhance the friendly and co-operative relationship between the Participants and to promote mutual understanding and co-operation on the basis of existing friendly relations between the Ministry of the Environment of Japan and the Government of Malaysia;

CONVINCED of the necessity of a lasting and effective co-operation in the interests of the Participants;

BELIEVING that such co-operation would serve the common interests of the Participants and contribute towards the enhancement of understanding and strengthening of solid waste management and contribute to improving solid waste and environmental problems in the country of the Participants;

ACKNOWLEDGING FURTHER that the Participants will use this Memorandum of Co-operation as a basis to further strengthen the relationship between Japan and Malaysia to implement mutually beneficial co-operation;

HAVE COME to the following recognition:

**PARAGRAPH I
OBJECTIVES**

1. The Participants, subject to the laws, rules, regulations and national policies from time to time in force in each country and the limits of each Participant's competence and available resources, aim to further strengthen joint co-operation in the field of solid waste management.

**PARAGRAPH II
AREAS OF CO-OPERATION**

1. Each Participant will, subject to the laws, rules, regulations and national policies from time to time in force governing the subject matter in their respective countries and the limits of each Participant's competence, resources and capacities, endeavour to take the necessary steps to encourage and promote co-operation in the following areas:
 - (a) co-operation in the field of solid waste management;
 - (b) development of the technical guidelines to select Waste-to-Energy technology;
 - (c) participation of meetings, expertise exchange and visits between the Participants;
 - (d) promotion of capacity building programmes between the Participants such as the sharing of experience, information, knowledge, expertise, best practices, qualifications and methods of training in the field of solid waste management;
and

- (e) any other areas of co-operation related to solid waste management as may be jointly decided by the Participants.

**PARAGRAPH III
IMPLEMENTATION**

1. The activities specified in Paragraph II may be implemented either in Japan or Malaysia in line with matters to be mutually decided by the Participants.
2. In this regard, the implementation of activities under this Memorandum of Co-operation will be decided by the Participants through consultations and will be jointly developed and finalised between them.
3. In implementing the identified areas of co-operation, the Participants will:
 - (a) liaise with the relevant bodies in their respective countries to facilitate the implementation of the co-operation under this Memorandum of Co-operation;
and
 - (b) monitor such activities and/or programmes.

**PARAGRAPH IV
PARTICIPATION OF THIRD PARTY**

1. Either Participant may invite the participation of a third party, including experts, academicians and relevant stakeholders in the joint activities, projects and/or programmes, being implemented under this Memorandum of Co-operation upon the consent of the other Participant. In implementing such joint activities, projects

and/or programmes, the Participants should ensure that the third party will comply with this Memorandum of Co-operation.

PARAGRAPH V
WORKING COMMITTEE

1. For the purposes of implementing the co-operation under this Memorandum of Co-operation, a joint committee for solid waste management between the Participants (hereinafter referred to as the “Working Committee”) comprising representatives of both Participants will be established.
2. The Working Committee will comprise of senior officials of the Participants and any third party specified in PARAGRAPH IV and will be co-chaired by the Participants.
3. The Working Committee will hold meetings on such dates to be decided upon by the Participants. The functions, procedures and responsibilities of the Working Committee will be mutually decided by the Participants.

PARAGRAPH VI
FINANCIAL MATTERS

1. This Memorandum of Co-operation will not give rise to any financial obligation by one Participant to the other.
2. Each Participant will bear its own costs and expenses in relation to the projects, programmes and/or activities under this Memorandum of Co-operation.

3. The Participant hosting the meetings will bear expenses for organising the meetings of the Working Committee. The Participant, which is sending its representatives for participation in the meetings of the Working Committee, if any, will bear their own travels, insurances and living expenses.
4. Each participant can voluntary contribute to the expenses in relation to this Memorandum of Co-operation and it will be jointly decided by the Participants.

PARAGRAPH VII
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. Intellectual property rights will be protected in line with the respective national laws, rules and regulations of the Participants and international agreements to which the Participants are parties.
2. The use of the name, logo and/or official emblem of any of the Participants on any public related publication, document and/or paper is prohibited without the prior written approval of that Participant.
3. Notwithstanding anything in subparagraph 1 above, the intellectual property rights in respect of technological development, products and services development, implemented:
 - (a) jointly by the Participants or research results obtained through the joint activity efforts of the Participants, pursuant to this Memorandum of Co-operation will be jointly owned by the Participants in line with the decision by the Participants; and

- (b) solely and separately by one Participant or the research results obtained through the sole and separate effort of one Participant will be solely owned by the Participant concerned.

**PARAGRAPH VIII
CONFIDENTIALITY**

1. Each Participant should observe the confidentiality and secrecy of documents, information and/or other data received from, or supplied to the other Participant during the period of the implementation of the co-operation under this Memorandum of Co-operation or any other instruments made under this Memorandum of Co-operation.

**PARAGRAPH IX
SUSPENSION**

1. Each Participant may for reasons of national security, national interest, public order or public health suspend temporarily, either in whole or in part, the implementation of the co-operation under this Memorandum of Co-operation. Such suspension will commence immediately after a written notification has been given to the other Participant through diplomatic channels.

**PARAGRAPH X
STATUS OF MEMORANDUM OF CO-OPERATION**

1. This Memorandum of Co-operation serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create any obligations under domestic or international law and will not give rise to

any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

**PARAGRAPH XI
RIGHTS AND INTERESTS**

1. Notwithstanding anything contained in this Memorandum of Co-operation, where the implementation of co-operation under this Memorandum of Co-operation affects any Participants' rights and interests with respect to its national security, national and public interest or public order, protection of intellectual property rights and confidentiality and secrecy documents, information and data, that Participant may take appropriate steps or consult with the other Participant to ensure that its rights and interests are protected and safeguarded.

**PARAGRAPH XII
REVISION AND MODIFICATION**

1. Either Participant may request in writing revision and modification of all or any part of this Memorandum of Co-operation.
2. Any revision and modification decided by the Participants will be made in writing and will form an integral part of this Memorandum of Co-operation.
3. Such revision and modification will commence on such date as may be decided by the Participants.
4. Any revision and modification will not prejudice the co-operation under this Memorandum of Co-operation before or up to the date of such revision and modification.

PARAGRAPH XIII
SETTLEMENT OF DISPUTES

1. Any differences or disputes between the Participants concerning the interpretation, and/or implementation, and/or application of any of the matters under this Memorandum of Co-operation will be settled amicably through mutual consultation and/or negotiations between the Participants through diplomatic channels, without reference to any third party or international tribunal.

PARAGRAPH XIV
COMMENCEMENT, DURATION AND TERMINATION

1. The co-operation under this Memorandum of Co-operation will commence on the date of signing and will continue for a period of two (2) years.
2. Thereafter, it will be automatically extended for a further period of one (1) year.
3. Notwithstanding anything in this Paragraph, either Participant may terminate the co-operation under this Memorandum of Co-operation by notifying the other Participant of its intention in writing, through diplomatic channels, at least three (3) calendar months before the intended date of termination.
4. The termination of the co-operation under this Memorandum of Co-operation will not affect the implementation of on-going activities, projects and/or programmes which have been decided upon before the date of the termination of the co-operation under this Memorandum of Co-operation.

The foregoing record represents the recognitions reached between the Ministry of the Environment of Japan and the Government of Malaysia upon matters referred to therein.

SIGNED at Tokyo on 5 September 2019 in two (2) original texts, each in the English language, all texts having equally values.

**FOR THE MINISTRY OF THE
ENVIRONMENT OF JAPAN**

**FOR THE GOVERNMENT
OF MALAYSIA**

Yoshiaki Harada

Zuraida binti Kamaruddin

MINISTER OF THE ENVIRONMENT

MINISTER OF THE HOUSING AND
LOCAL GOVERNMENT