

**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 (hereinafter referred to individually as the “Participant” and collectively as the “Participants”),

**DESIRING** to further enhance the friendly and co-operative relationship between the two countries and to promote mutual understanding and co-operation on the basis of the existing relations between the two countries;

**CONVINCED** of the necessity of lasting and effective co-operation in the interests of both countries;

**BELIEVING** that such co-operation will serve their common interests and contribute towards the enhancement of mutual understanding in solid waste management and the improvement of solid waste management;

**ACKNOWLEDGING FURTHER** that the Participants will use this Memorandum of Co-operation (hereinafter referred to as “MoC”) as a basis to further strengthen the relationship between two countries to implement mutually beneficial co-operation in the field of solid waste management and circular economy in relation thereto.

**HAVE DECIDED AS FOLLOWS:**

**PARAGRAPH I  
OBJECTIVES**

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**

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, 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 and circular economy in relation thereto;
- (b) participation of meetings, expertise exchange and visits between the Participants;
- (c) 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
- (d) 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 MoC 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 MoC; and
  - (b) monitor such activities and/or programmes.

#### **PARAGRAPH IV PARTICIPATION OF THIRD PARTY**

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 MoC 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 MoC.

#### **PARAGRAPH V WORKING COMMITTEE**

1. For the purposes of implementing the co-operation under this MoC, 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 ARRANGEMENT**

The financial arrangements to cover expenses for the co-operation activities carried out within the framework of this MoC will be mutually decided upon by the Participants on case-by-case basis, within the availability of funds and other resources.

#### **PARAGRAPH VII USE OF NAME, LOGO AND EMBLEMS**

The use of the name, logo and/or other emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval of either Participant.

#### **PARAGRAPH VIII OTHER RIGHTS AND INTEREST**

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

#### **PARAGRAPH IX EFFECT OF THIS MOC**

This MoC 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 X REVISION AND MODIFICATION**

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

### **PARAGRAPH XI CONSULTATION**

The Participants will consult, at times mutually decided upon by the Participants, through their representatives, concerning the interpretation or application of this MoC either generally or in relation to a particular matter.

### **PARAGRAPH XII COMING INTO OPERATION, DURATION AND DISCONTINUATION**

1. This MoC will come into operation on the date of signing and will remain in operative for a period of five (5) years.
2. Thereafter, it will be automatically extended for a further period of one (1) year unless otherwise decided by the Participants.

3. Notwithstanding anything in this MoC, either Participant may discontinue this MoC by notifying the other Participant of its intention to discontinue this MoC by a notice in writing, through their representatives at least three (3) calendar months before the intended date of discontinuation.
  
4. The discontinuation of this MoC will not prevent the implementation of the co-operation activities, projects and/or programmes that might have been formalised before the date of the discontinuation of this MoC, unless otherwise decided.

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

**SIGNED** in duplicate respectively in Tokyo, Japan and Putrajaya, Malaysia on 1<sup>st</sup> June in the year of 2026 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**

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Name : ISHIHARA Hirotaka

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Name : NGA Kor Ming

Designation : MINISTER OF THE  
ENVIRONMENT

Designation : MINISTER OF HOUSING  
AND LOCAL GOVERNMENT