

MEMORANDUM OF COOPERATION
BETWEEN
THE MINISTRY OF THE ENVIRONMENT OF JAPAN
AND
THE GOVERNMENT OF MALAYSIA
ON
CO-OPERATION IN THE FIELD OF ENVIRONMENT AND SUSTAINABILITY

The Ministry of the Environment of Japan and THE GOVERNMENT OF MALAYSIA as represented by the Ministry of Natural Resources and Environmental Sustainability of Malaysia (hereinafter referred to individually as the “Participant” and collectively as the “Participants”);

DESIRING to strengthen the existing friendly relations between both sides;

CONSIDERING their common interest in promoting cooperation for sustainable development;

NOTING the importance of conservation and improvement of the environment for present and future generations; and

RECOGNIZING that the effective protection of the environment requires global co-operation, coordination and effort, and that those activities to protect the environment should be carried out at the regional, national and local levels;

HAVE REACHED THE FOLLOWING RECOGNITIONS:

PARAGRAPH 1
OBJECTIVE

The Participants, in line with the contents of this Memorandum of Co-operation (hereinafter referred to as the “MoC”) and the laws, rules, regulations and national policies applicable from time to time in their respective countries, will endeavour to strengthen, promote and develop co-operation in the field of environment and sustainability between the two countries on the basis of reciprocity and mutual benefit.

PARAGRAPH 2 AREAS OF CO-OPERATION

Each Participant, in the line with the laws, rules, regulations and national policies applicable from time to time in governing the subject matter in their respective countries, will endeavour to take the necessary steps to encourage and promote technical co-operation in the following areas:

- (a) scheduled waste management for:
 - (i) e-waste such as hazardous and non-hazardous e-waste, small electrical and electronic appliances;
 - (ii) End of Life Vehicle (ELV) including authorized automotive treatment; and
 - (iii) Batteries such as solar panel, lithium battery, electric vehicles battery or black mass;
- (b) Climate Change:
 - (i) green and sustainable finance to support Malaysia's transition towards a low-carbon and climate resilient economy;
 - (ii) enhancing climate change mitigation ambition and action;
 - (iii) development and implementation of carbon pricing instruments and carbon market mechanisms; and
 - (iv) development of human capital, communication, education and public awareness (CEPA) activities, and technologies related to climate change mitigation and adaptation; and
 - (v) enhancing climate change adaptation and strengthening resilience;
- (c) any other areas of co-operation, as may be mutually decided upon by the participants in writing.

PARAGRAPH 3 FORMS OF CO-OPERATION

The Participants mutually decide that the forms of co-operation under this MoC will be carried out through the following forms:

- (a) Capacity building for development of institutional and human resource capabilities in relation to scheduled waste management, particularly as regards the items stated under subparagraph 2(a), and climate change;
- (b) collaborative projects and initiatives of mutual interest for research activities and pilot programmes in relation to climate change;
- (c) exchange of expertise, sharing of best available technologies and sustainable development practices to promote efficiency and innovation on environment and sustainability in relation to scheduled waste management and climate change;

- (d) jointly organized events, seminars and meetings in relation to scheduled waste management and climate change; and
- (e) any other forms of co-operation on environment and sustainability which may be mutually decided upon by the Participants in writing.

PARAGRAPH 4

FINANCIAL ARRANGEMENTS

The financial arrangements to cover expenses for the co-operation activities implemented within the framework of this MoC will be mutually decided upon by the respective Participants on a case-by-case basis.

PARAGRAPH 5

USE OF NAME, LOGO AND EMBLEMS

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

PARAGRAPH 6

ENSURING OTHER RIGHTS AND INTERESTS

Notwithstanding anything contained in this MoC, where the implementation of co-operation under this MoC affects any Participant's 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 or consult with the other Participant to ensure that its rights and interests are protected and safeguarded.

PARAGRAPH 7

NATURE OF MEMORANDUM OF COOPERATION

This MoC serves only as a record of the Participants' intentions and does not constitute or create obligations under international or domestic 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 8
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 9
REVISION, MODIFICATION AND AMENDMENT

1. Either Participant may request in writing a revision, modification or amendment of all or any part of this MoC.
2. Any revision, modification or amendment mutually agreed by the Participants will be reduced into writing and will form part of this MoC.
3. Such revision, modification or amendment will enter into effect on such date as may be determined by the Participants in writing.
4. Any revision, modification or amendment will not prejudice benefits and commitments arising from or based on this MoC before, or up to, the date of such revision, modification or amendment.

PARAGRAPH 10
ENTRY INTO OPERATION, DURATION AND DISCONTINUATION

1. The cooperation under this MoC will commence on the date of its signature and will remain in operation for a period of five (5) years.
2. Thereafter, this MoC will be 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 terminate this MoC by a notice in writing, at least ninety (90) days prior to the intended date of discontinuation.
4. The discontinuation of this MoC will not prevent the completion of the co-operation activities that might have been formalized prior to the date of the discontinuation of this MoC unless mutually decided otherwise by the Participants.

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

SIGNED in duplicate at Tokyo on the 09 06 2026 in two (2) original texts in the English language.

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

**FOR THE
GOVERNMENT OF MALAYSIA**

MR. ISHIHARA HIROTAKA

Minister of Environment
Japan

**DATO' SERI UTAMA HAJI
MOHAMMAD BIN HAJI HASAN**

Minister of Foreign Affairs
Malaysia