

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE KINGDOM OF DENMARK
AND
THE GOVERNMENT OF MALAYSIA
ON AGRICULTURAL COOPERATION

THE GOVERNMENT OF THE KINGDOM OF DENMARK and **THE GOVERNMENT OF MALAYSIA** (hereinafter referred to singularly as "Party" and collectively referred to as the "Parties"),

DESIRING to further promote and develop cooperation and exchange in the field of agriculture between the Parties on the basis of equality, mutual benefit and mutual respect;

HAVE AGREED on the following:

ARTICLE 1
OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each country, and within the limits of each Parties competence and

available resources, agree to strengthen, promote and develop agricultural cooperation between the two countries on the basis of equality and mutual benefit.

ARTICLE 2
AREAS OF CO-OPERATION

Each Party shall, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote cooperation and exchange in the following areas:

- (i) crops;
- (ii) fisheries and aquaculture;
- (iii) livestock;
- (iv) food processing for agriculture produce and agro-based food industries;
- (v) trade facilitation;
- (vi) capacity building activities;

- (vii) sanitary and phytosanitary; and
- (viii) any other areas of co-operation in line with the objective of this Memorandum of Understanding as may be jointly determined by the Parties.

ARTICLE 3
DESIGNATED AUTHORITY

The designated authority responsible for the implementation of this Memorandum of Understanding on behalf of the Government of the Kingdom of Denmark shall be the Ministry of Environment and Food and of behalf of the Government of Malaysia shall be the Ministry of Agriculture and Agro-Based Industry.

ARTICLE 4
IMPLEMENTATION

- 4.1. The Parties mutually agree that the areas of co-operation of this Memorandum of Understanding may be carried out in the manner to be mutually agreed upon by the Parties. In addition, the Parties may enter into subsidiary arrangements or agreements for the purpose of implementing such co-operation to be mutually agreed upon.

4.2. Notwithstanding Article 4.1, the implementation may be carried out through the following modalities:

- (i) exchange of delegations of experts and scientists;
- (ii) joint organization of technical seminars, workshops, conferences and sectoral exhibitions;
- (iii) coordination, formulation and implementation of joint research projects of interests to both Parties; and
- (iv) any other forms of mutual cooperation agreed by the two Parties.

ARTICLE 5
PARTICIPATION OF THIRD PARTY

The Parties shall encourage private and public business operators, within the scope of their respective national laws, regulations and policies to promote technical, economic and trade co-operation as well as their participation in and establishment of joint co-operative enterprises or joint ventures in areas specified in this Memorandum of Understanding.

ARTICLE 6

ESTABLISHMENT OF JOINT WORKING GROUP

- 6.1. The Parties shall establish a Joint Working Group (JWG) on Agricultural Co-operation responsible for the formulation, implementation and supervision of cooperation between the Parties.
- 6.2. The JWG shall subject to mutual agreement, meet annually through physical or electronic means at the request of either Party, for the preparation of work plans and review of their implementation. The JWG may hold additional meetings whenever it considers necessary by both Parties.
- 6.3. The JWG may be co-chaired, by Senior Officials of designated authorities of the Parties.
- 6.4. The JWG may comprise Officials from other relevant departments and agencies from both Parties as deemed appropriate.
- 6.5. The JWG may, for the planning and implementation of specific co-operative projects, establish Technical Working Groups (TWG). The TWG shall report to the JWG on the outcome of the meeting.

- 6.6. The TWG shall establish its Terms of Reference (TOR) at its first meeting and it may review the terms when necessary.

ARTICLE 7

FINANCIAL ARRANGEMENTS

- 7.1. The financial arrangements for the activities or programmes undertaken within the framework of this Memorandum of Understanding shall be mutually agreed upon by the Parties on a case-by-case basis subject to the availability of funds and resources.
- 7.2. Notwithstanding, anything in paragraph 7.1 above, expenses for organizing the meetings shall be borne by the Parties hosting the meetings. The Party, which is sending its representatives for participation in such meetings, shall bear the costs of travelling and accommodation.

ARTICLE 8

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 8.1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements to which both Parties are a party to.

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

8.3. Notwithstanding anything in paragraph 8.1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out: -

(i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and

(ii) solely and separately by the Parties or the research results obtained through the sole and separate effort of the Party, shall be owned by the Party concerned.

ARTICLE 9

CONFIDENTIALITY

9.1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding; and

9.2. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 10
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 shall take effective thirty (30) days after written notification has been given to the other Party through diplomatic channel.

ARTICLE 11
REVISION, MODIFICATION AND AMENDMENT

11.1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.

11.2. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Memorandum of Understanding.

11.3. Such revision, modification or amendment shall enter into force on such date as determined by the Parties.

11.4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from, or based on, this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

11.5. Amendment to this Memorandum of Understanding can only be made after mutual consent achieved by the consultation and confirmation in writing by the Parties given at least six (6) months in advance. Such amendments shall form an integral part of this Memorandum of Understanding and shall enter into force on such date as may be determined by the Parties.

ARTICLE 12

SETTLEMENT OF DISPUTE

Any dispute or difference between the Parties arising out of the interpretation and/or implementation and/or application of this Memorandum of Understanding shall be settled amicably through mutual consultations and/or negotiation between the Parties without reference to any third party or international tribunal.

ARTICLE 13

ENTRY INTO FORCE, DURATION AND TERMINATION

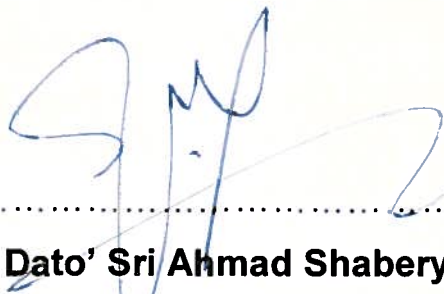
- 13.1. This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years.
- 13.2. Thereafter, it shall be automatically extended for a further period of five (5) years.
- 13.3. Notwithstanding anything contained in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing through diplomatic channels, at least three (3) months prior to its intention to do so.
- 13.4. The termination of this Memorandum of Understanding shall not affect the implementation of ongoing activities or programmes which have been agreed upon by the Parties prior to the date of termination of this Memorandum of Understanding.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Memorandum of Understanding.

DONE in Copenhagen, Denmark on this twenty second day of September in the year 2016 in six (6) original texts in English languages.

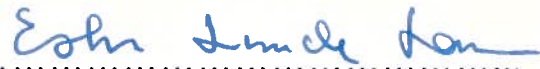
**For and on behalf of the
Government of Malaysia**

**For and on behalf of the
Government of the Kingdom of
Denmark**



.....
**H.E. Dato' Sri Ahmad Shabery
bin Cheek**

**Minister of Agriculture and
Agro Based Industry**



.....
H.E. Esben Lunde Larsen

**Minister of Environment
and Food**