

AGREEMENT
BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF MALAYSIA
CONCERNING THE TRANSFER OF DEFENCE EQUIPMENT AND TECHNOLOGY

The Government of Japan and the Government of Malaysia
(hereinafter referred to as "the Parties"),

Mindful of the existing cooperative relationship
between the Parties in the defence cooperation area;

Desiring that cooperation in the area of defence
equipment and technology in which the Parties participate
should contribute to international peace and security; and

Recognising the need to set forth the terms and
conditions which should govern the transfer of defence
equipment and technology;

Have agreed as follows:

ARTICLE 1

1. Each Party shall, subject to the relevant laws and
regulations of its country and in accordance with the
provisions of this Agreement and relevant international
obligations, make available to the other Party defence
equipment and technology necessary to implement projects to
be determined in accordance with the paragraph 2. below.
Such projects shall be those for contributing to
international peace and security, for joint research,
development and production or for enhancing security and
defence cooperation.

2. Specific projects shall be mutually determined by the
Parties, taking into account various factors including the
security of the respective countries, and confirmed by the
Parties through the diplomatic channel.

ARTICLE 2

1. In order to determine the defence equipment and
technology to be transferred for the projects determined in
accordance with the provisions of paragraph 2. of Article
1, the Japan-Malaysia Joint Committee on Transfer of
Defence Equipment and Technology (hereinafter referred to
as "the Joint Committee") shall be established.

2. The Joint Committee shall consist of representatives
from each Party.

The membership of the Japanese side shall be:

a representative of the Ministry of Defense;

a representative of the Ministry of Foreign Affairs; and

a representative of the Ministry of Economy, Trade and Industry.

The membership of the Malaysian side shall be:

a representative of the Ministry of Defence;

a representative of the Ministry of Foreign Affairs; and

a representative of the Ministry of International Trade and Industry.

3. The relevant information necessary for determining the defence equipment and technology to be transferred shall be communicated to the representatives of either side from the other side through the diplomatic channel.

4. Based on the relevant information communicated in accordance with the provisions of paragraph 3. above, the defence equipment and technology to be transferred shall be determined by the Joint Committee.

5. Detailed arrangements providing for, inter alia, the defence equipment and technology to be transferred, persons who shall be party to the transfer, and the detailed terms and conditions of the transfer shall be made between the competent authorities of the Parties.

6. The competent authorities of the Government of Japan shall be the Ministry of Defense and the Ministry of Economy, Trade and Industry and the competent authority of the Government of Malaysia shall be the Ministry of Defence.

ARTICLE 3

1. Each Party shall make use of defence equipment and technology transferred from the other Party in a manner consistent with the purposes and principles of the Charter of the United Nations, and such other purposes as may be determined in the detailed arrangements, and neither Party shall devote such defence equipment and technology to any other purpose.

2. Each Party shall not transfer to any person not an officer concerned of such Party or to any other Government title to or possession of any defence equipment and technology transferred pursuant to this Agreement, without the prior consent of the Party which transferred such defence equipment and technology.

ARTICLE 4

Each Party shall ensure that intellectual property rights relevant to the projects under this Agreement will be adequately and effectively protected, subject to the relevant laws and regulations of its country as well as relevant international agreements to which both Japan and Malaysia are parties.

ARTICLE 5

Each Party shall, subject to the relevant laws and regulations of its country and in accordance with other applicable international agreements between the Parties, take necessary measures to protect classified information transferred from the other Party pursuant to this Agreement.

ARTICLE 6

This Agreement and all arrangements to be made hereunder shall be implemented subject to the relevant laws and regulations and budgetary appropriations of the respective countries.

ARTICLE 7

Each Party reserves the right for reasons of national security, public order or public health to temporarily suspend the specific transfer of defence equipment and technology, upon notification to that effect that has been given to and received by the other Party through the diplomatic channel.

ARTICLE 8

Amendments to the present Agreement shall be entered into by mutual written consent of the Parties and shall enter into force on the date of the signature thereof.

ARTICLE 9

Any difference or dispute between the Parties concerning the interpretation, implementation or application of this Agreement shall be settled amicably through consultations or negotiations between the Parties through the diplomatic channel.

ARTICLE 10

1. This Agreement shall enter into force on the date of signature.
2. This Agreement shall remain in force for a period of five (5) years and shall be automatically extended annually thereafter unless either Party notifies the other Party of its intention to terminate this Agreement in writing through the diplomatic channel six (6) months in advance.
3. Notwithstanding the termination of this Agreement, the provisions of Articles 3, 4, 5 and 9 shall remain in force in respect of the defence equipment and technology transferred under this Agreement.

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

DONE at Kuala Lumpur, on this eighteenth day of April in the year 2018 in two (2) originals in the English language.

For the Government
of Japan:

(Signed) Makio Miyagawa

For the Government
of Malaysia:

(Signed) Abdul Rahim