



I, ANIFAH AMAN
Minister of Foreign Affairs
Malaysia

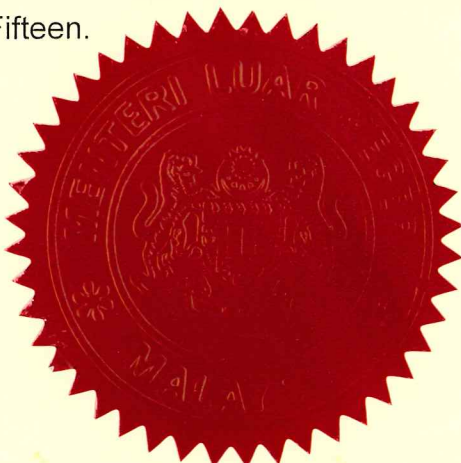
do hereby certify that

The Honourable

DATO' SRI LIOW TIONG LAI
Minister of Transport
Malaysia

is vested with **FULL POWERS** and **AUTHORITY** to sign, on behalf of the Government of Malaysia, the **Memorandum of Understanding between Malaysia Port Alliance (Bintulu Port Authority, Johor Port Authority, Kuantan Port Authority, Malacca Port Authority, Penang Port Commission and Port Kelang Authority) and China Port Alliance (Beibuwan Port Administration Bureau, Fujian Fuzhou Port Authority, Guangzhou Port Authority, Jiansu Taicang Port Management Committee, China, Ningbo Port Company Limited, Port of Dalian Authority, Ports Administration of Shenzhen Municipality, Port and Shipping Authority of Haikou City, Shanghai International Port Group CO., LTD and Xiamen Port Authority) for the Establishment of a Port Alliance.**

IN WITNESS WHEREOF, I have signed and sealed these presents in Kuala Lumpur on the Twenty Third day of November in the year Two Thousand and Fifteen.



A handwritten signature in black ink, appearing to read 'Anifah Aman'.

ANIFAH AMAN
Minister of Foreign Affairs,
Malaysia



MEMORANDUM OF UNDERSTANDING

BETWEEN

- 1. BINTULU PORT AUTHORITY**
- 2. JOHOR PORT AUTHORITY**
- 3. KUANTAN PORT AUTHORITY**
- 4. MALACCA PORT AUTHORITY**
- 5. PENANG PORT COMMISSION**
- 6. PORT KELANG AUTHORITY**

Having its respective registered address as per Appendix 1 and hereinafter collectively referred to as **"Malaysia Port Alliance"**;

AND

- 1. BEIBUWAN PORT ADMINISTRATION BUREAU**
- 2. FUJIAN FUZHOU PORT AUTHORITY**
- 3. GUANGZHOU PORT AUTHORITY**
- 4. JIANGSU TAICANG PORT MANAGEMENT COMMITTEE, CHINA**
- 5. NINGBO PORT COMPANY LIMITED**
- 6. PORT OF DALIAN AUTHORITY**
- 7. PORTS ADMINISTRATION OF SHENZHEN MUNICIPALITY**
- 8. PORT & SHIPPING AUTHORITY OF HAIKOU CITY**
- 9. SHANGHAI INTERNATIONAL PORT GROUP CO., LTD**
- 10. XIAMEN PORT AUTHORITY**

Having its respective registered address as per Appendix 1 and hereinafter collectively referred to as "**China Port Alliance**".

(FOR THE ESTABLISHMENT OF A PORT ALLIANCE)

WHEREAS

RECOGNISING the existing friendly relations between the countries;

CONVINCED of the necessity of a lasting and effective co-operation in the interest of parties;

DESIRING to establish a port alliance by way of mutual assistance and joint co-operation particularly in the fields of port studies, training and apprenticeship, exchange of information, technical assistance as well as traffic development and promotion of services between the parties;

BELIEVING that such co-operation would serve their common interests and contribute to the enhancement of the friendship and mutual understanding between the ports of both countries,

HAVE AGREED as follows:

ARTICLE 1

PURPOSE

The Parties hereby agree to recognize and establish each other as its port alliance to enhance the friendship and mutual understanding between Parties by way of organizing cooperative activities as set out in the terms and conditions herein.

ARTICLE 2

FORM OF COOPERATION

The Parties agree to establish the cooperation in the form of programmes covering the field of port studies, staff training, exchange of information and exploring ways to improve trade, traffic and services between the respective ports.

ARTICLE 3

SCOPE

The Parties shall take all practicable effort to extend mutual assistance and cooperation with each other for the achievement of the intention of this Memorandum of Understanding, in particular:

3.1 Port Studies

The Parties agree to carry out and exchange information pertaining to the feasibility study of all port related projects.

3.2 Training and Apprenticeship

The Parties agree to take all practicable efforts to enhance mutual cooperation through exchange of training of personnel for the purpose of improving the efficiency and effectiveness of ports.

3.3 Exchange of Information

Either Party may request for a joint discussion and may exchange information with the other Party on statistical data, cargo handling and ship movement between the ports, ship owners policies and information on the shipping agents using the ports and any other port related information which is of benefit to the ports subject to the prior approval of the other Party.

3.4 Technical Assistance

Either Party may request for joint discussions and may

exchange technical assistance in matters relating to equipment and facilities which can improve the technical input and usage of port equipment, facilities and instruments.

3.5 Traffic Development and Promotion of Services Between the Ports

The Parties may carry out ports promotion campaigns between the ports for the purpose of enhancing the usage of the ports which could result in greater utilization of cargo handling, trade and business opportunities.

ARTICLE 4

TRAINING PROGRAMMES

Duration of training, and/ or assignment programmes provided in Article 3.2 above or any other related areas may be subjected to further specific agreement between the Parties.

ARTICLE 5

ACTION PLAN PROGRAMME

An action plan shall be drafted, discussed and agreed upon between the Parties and may be renewed, revised and amended as and when necessary.

ARTICLE 6
FINANCIAL AGREEMENT

The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding shall be mutually agreed upon by the respective Parties on a case basis subject to the availability of funds.

ARTICLE 7
INTELLECTUAL PROPERTY RIGHTS

- 7.1 The protection of intellectual rights shall be enforced in conformity with the respective national laws and regulations of the Parties and with international agreements signed by Parties. Each Party is entitled to intellectual property rights and other proprietary rights vested in the products, documents or any material generated or prepared in the course of carrying out the activities under this Agreement subject to the national laws and regulations of the Parties.
- 7.2 The usage of the name, logo and/ or official emblem of either Party on any publication, document and/ or paper is prohibited without the prior written approval of the other Party, as the circumstances may require.

ARTICLE 8
CONFIDENTIALITY

- 8.1 Each Party shall each undertake to observe the confidentiality and secrecy of all documents, information and other data received or supplied to the other party at all times during the period of the implementation of this Memorandum of Understanding, unless required by the laws of either country to do so in which prior notice in writing is to be provided to the other Party.
- 8.2 The Parties hereby agree and undertake that all Confidential Information shall be received and maintained in confidence and shall not be disclosed to any third party whatsoever except to the extend specifically permitted by this Memorandum of Understanding.
- 8.3 Parties shall not publish or disclose or suffer or permit to be published or disclosed to any person or persons any information and findings arising from the Memorandum of Understanding whatsoever without the permission in writing of the other first having been obtained, and such permission not to be unreasonably withheld.
- 8.4 Parties agree that the foregoing obligations of confidentiality and non-disclosure of this Agreement shall continue to be

binding and shall survive notwithstanding the termination of this Agreement.

ARTICLE 9
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 suspension shall take effect immediately after notification has been given to the other Party.

ARTICLE 10
ENTRY INTO FORCE, DURATION AND TERMINATION

10. This Memorandum of Understanding shall come into force
1 on the date of its signature.

10. Either Party may terminate this Memorandum of
2 Understanding by notifying the other Party in writing three
(3) months prior to its intention to do so.

10. The termination of the Memorandum of Understanding shall
3 not affect the implementation of on going activities/
programmes which have been agreed upon prior to the date

of the termination of this Memorandum of Understanding.

ARTICLE 11

REVISION, MODIFICATION AND AMENDMENT

The Parties may revise, amend or modify all or part of the Memorandum of Understanding by way of mutual consent in writing. Such revision, amendment or modification if mutually agreed upon shall be reduced in writing and shall form part of this Memorandum of Understanding and shall come into force on such date as determined by the Parties. Any revision, amendment or modification shall be done without prejudice to the rights and obligations arising from or based on this Memorandum of Understanding prior or up to the date of such revision, amendment or modification.

ARTICLE 12

SETTLEMENT OF DISPUTE

Any difference or dispute arising out of the interpretation, implementation or application of any of the provisions of this Memorandum of Understanding shall be settled amicably by consultation or negotiation between the Parties without reference to any third party or international tribunal.

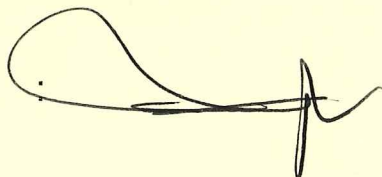
IN WITNESS WHEREOF, the undersigned being duly authorised thereto by their respective authorities have signed this Memorandum of Understanding.

DONE AT Putrajaya on this 23 day of November in the year 2015 in two (2) original texts, each in the English and Chinese languages and all texts being equally authentic.

For and on behalf of:

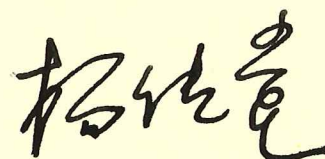
**MALAYSIA PORT ALLIANCE
ALLIANCE**

Signature



Signature

:



Name : DATO' SRI LIOW
TIONG LAI

Name : YANG CHUANTANG

Designation : MINISTER OF
TRANSPORT
MALAYSIA

Designation : MINISTER OF
TRANSPORT THE
PEOPLE'S REPUBLIC
OF CHINA

APPENDIX 1

NO.	PORTS	REGISTERED ADDRESS
1.	BINTULU PORT AUTHORITY	BINTULU PORT AUTHORITY LEVEL 8, 9 & 10, MENARA KIDURONG 12TH MILE, JALAN TG. KIDURONG P.O.BOX 296 97007 BINTULU SARAWAK, MALAYSIA
2.	JOHOR PORT AUTHORITY	JOHOR PORT AUTHORITY JALAN MAWAR MERAH 2 PUSAT PERDAGANGAN PASIR GUDANG 2 81700 PASIR GUDANG JOHOR, MALAYSIA
3.	KUANTAN PORT AUTHORITY	KUANTAN PORT AUTHORITY TANJUNG GELANG PETI SURAT 161 25720 KUANTAN PAHANG, MALAYSIA
4.	MALACCA PORT AUTHORITY	MALACCA PORT AUTHORITY PELABUHAN TG BRUAS, TANJUNG KLING, 76400 MELAKA MALAYSIA
5.	PENANG PORT COMMISSION	PENANG PORT COMMISSION LEVEL 2, SWETTENHAM PIER CRUISE TERMINAL NO. 1A, KING EDWARD PLACE 10300 GEORGE TOWN PENANG, MALAYSIA
6.	PORT KELANG AUTHORITY	PORT KELANG AUTHORITY MAIL BAG SERVICE 202 JALAN PELABUHAN UTARA 42005 PORT KLANG SELANGOR, MALAYSIA

NO.	PORTS	REGISTERED ADDRESS
1.	BEIBUWAN PORT ADMINISTRATION BUREAU	BEIBUWAN PORT ADMINISTRATION BUREAU 67 XINMIN ROAD, NANNING, GUANGXI ZHUANG AUTONOMOUS REGION, 530012, P. R. CHINA
2.	FUJIAN FUZHOU PORT AUTHORITY	FUJIAN FUZHOU PORT AUTHORITY 96, PORT ROAD, MAWEI DISTRICT, FUZHOU, FUJIAN PROVINCE, CHINA
3.	GUANGZHOU PORT AUTHORITY	GUANGZHOU PORT AUTHORITY 406, YANJIANG EAST ROAD, PORT CENTER, YUEXIU DISTRICT, GUANGZHOU, CHINA
4.	JIANGSU TAICANG PORT MANAGEMENT COMMITTEE, CHINA	JIANGSU TAICANG PORT MANAGEMENT COMMITTEE, CHINA JIANGSU SUZHOU TAICANG PORT DEVELOPMENT ZONE 8 BEIHUAN ROAD
5.	NINGBO PORT COMPANY LIMITED	NINGBO PORT COMPANY LIMITED 496 YANJIANG DONG ROAD NINGBO, ZHENJIANG 315200 PEOPLE'S REPUBLIC OF CHINA
6.	PORT OF DALIAN AUTHORITY	PORT OF DALIAN AUTHORITY NO.2, GANGWAN SQUARE, ZHONGSHAN DISTRICT, DALIAN 116001 PEOPLE'S REPUBLIC OF CHINA
7.	PORTS ADMINISTRATION OF SHENZHEN MUNICIPALITY	PORTS ADMINISTRATION OF SHENZHEN MUNICIPALITY HIGHWAY CONTROL & MANAGEMENT CENTER, 16 ZIZHU 7 th LANE, ZHUZILIN, FUTIAN DISTRICT,

NO.	PORTS	REGISTERED ADDRESS
		SHENZHEN
8.	PORT & SHIPPING AUTHORITY OF HAIKOU CITY	PORT & SHIPPING AUTHORITY OF HAIKOU CITY BUILDING 16, HAIKOU ADMINISTRATION COMPLEX II, NO.1, CHANGBIN ROAD, HAIKOU, HAINAN, PR CHINA
9.	SHANGHAI INTERNATIONAL PORT GROUP CO., LTD	SHANGHAI INTERNATIONAL PORT GROUP CO., LTD 4/F, BLOCK A, COMPREHENSIVE BUILDING, NO 1 TONG HUI ROAD, LUCHAOGANG TOWN, PUDONG NEW AREA, SHANGHAI , CHINA
10.	XIAMEN PORT AUTHORITY	XIAMEN PORT AUTHORITY FUJIAN, PRC 127, DONGDU ROAD, XIAMEN, FUJIAN PROVINCE, PRC



关于

1. 民都鲁港务局
2. 柔佛港务局
3. 关丹港务局
4. 马六甲港务局
5. 檳城港务局
6. 巴生港务局

在马来西亚的注册地址请参考附件 1，在下文简称“马来西亚港口联盟”，

与

1. 中国广西壮族自治区北部湾港口管理局
2. 中国福建省福州港口管理局
3. 中国广州港务局
4. 中国江苏太仓港口管理委员会
5. 宁波港集团有限公司
6. 大连市港口与口岸局
7. 中国深圳市港务管理局
8. 中国海南省海口市交通运输和港航管理局
9. 上海国际港务（集团）股份有限公司
10. 中国厦门港口管理局

在中国的注册地址请参考附件 1，在下文简称“中国港口联盟”

建立港口联盟关系的谅解备忘录

注意到两国现有的友好关系，确信基于各方共同利益而开展长期与有效合作的必要性，希望建立港口联盟关系，尤其在港口研究、员工培训、信息交流、技术协助和双方运输往来，提升服务水平方面开展互助与合作，深信这种合作将有利于增进各方共同利益，促进友谊，增加互信，达成以下协定。

第一条 目的

各方是在本谅解备忘录的条款和两国的法律、国家政策、规则和条例下，同意建立港口联盟关系，以增进各方友谊与互信。这一关系将通过开展以下条款中所列的合作项目来具体落实。

第二条 合作形式

各方同意通过开展港口研究、员工培训、信息交流等多方面的项目合作，以提升各港贸易往来及运输与服务水平。

第三条 范围

各方将采取一切可行措施开展互助与合作，以实现此谅解备忘录的目的，尤其在：

3. 1、港口研究

各方同意开展和交流港口相关工程可行性研究的信息。

3. 2、学员培训

各方同意采取一切可行措施，通过开展交流、培训，加强各方合作水平，以达到提升港口效率和效益之目的。

3. 3、信息交流

任何一方可请求与另一方举行讨论会，在事先取得另一方同意后可交流两港的统计数据、装卸货物、船舶流动、船东政策，以及船舶代理使用港口和其他港口相关的信息。

3. 4、技术协助

任何一方可请求与另一方举行讨论会，交流可提高技术输入和港口设备、设施和仪器使用能力的相关技术协助的信息。

3. 5、各港间的运输往来和提升服务方面

各方开展港口推介活动，以提高各港的港口使用效率，提升货物装卸和贸易水平，增加商业机会。

第四条 培训计划

在本协议第三条第 2 点和其他相关条款中提及的培训和（或）任务期限可由各方具体商定。

第五条 行动计划

各方应起草、商定三年行动计划，必要时进行更新和修订。

第六条 财务协定

在此谅解备忘录框架内，开展合作项目所涉及的相关费用应由双方根据可供使用的经费和资源情况一致同意，基于单个项目达成协议。

第七条 知识产权

7. 1、知识产权的保护应符合各方所在国的法律和规定及双方共同签订的国际协定。任何一方都各自享有双方所在国法律、法规规定的知识产权和其他在开展本协议相关活动时所产生的附属在产品、文件或材料上的所有权。

7. 2、在任何出版物、文件及（或）书面使用任何一方的名称、标志和官方徽章，都必须事先征得对方的书面同意。

第八条 保密

8. 1 任何一方在该谅解备忘录实施期间，应该保证对所有文件，信息和收到或提供的数据保密，除非根据所在国的法律要求提供，但这必须事先书面通知另一方。

8. 2 各方在此保证所有收到的机密信息都需经过保密处理，不得透露给第三方，除非该谅解备忘录特别许可或经另一方书面同意。

8. 3 各方在此协议期间和以后，应该保密谅解备忘录中所有信息和协定。各方在未经对方书面许可的情况下，这种许可不可无理获得，不应该或允许一方把资料给出版或泄密其他人。

8. 4 各方同意前述的保密义务和此协议的不泄密原则应该在本协议未终止前将继续有约束力。

第九条 协议中止

任何一方出于国家安全、国家利益、公共秩序或公共卫生的需要，可临时中止实施此谅解备忘录全部或部分内容。在通知另一方后，中止便立即生效。

第十条 谅解备忘录生效、期限和终止

10. 1 此谅解备忘录自签字之日起生效。

10. 2 任何一方如有意终止此谅解备忘录，需提前三个月书面通知另一方。

10. 3 此谅解备忘录的终止将不影响在终止日之前经各方同意的、目前正在进行当中的项目、活动。

第十一条 修订、修改和修正

经各方书面同意，各方可修订、修改和修正此谅解备忘录的部分或全部内容。此种经各方同意的修订、修改和修正内容应该以书面形式确立并构成此谅解备忘录的一部分，并在各方商定的日期生效。任何修订、修改和修正内容不得有损其发生之前或之时本备忘录所产生的或基于本协议的权利和义务。

第十二条 争议的解决

因解释、执行或实施此谅解备忘录任一条款造成的任何分歧或争议，应由各方友好协商或谈判解决，而不诉诸任何第三方或国际法庭。

附件 1

序号	港口	注册地址
1.	民都鲁港务局	BINTULU PORT AUTHORITY LEVEL 8, 9 & 10, MENARA KIDURONG 12TH MILE, JALAN TG. KIDURONG P. O. BOX 296 97007 BINTULU SARAWAK, MALAYSIA
2.	柔佛港务局	JOHOR PORT AUTHORITY JALAN MAWAR MERAH 2 PUSAT PERDAGANGAN PASIR GUDANG 2 81700 PASIR GUDANG JOHOR, MALAYSIA
3.	关丹港务局	KUANTAN PORT AUTHORITY TANJUNG GELANG PETI SURAT 161 25720 KUANTAN PAHANG, MALAYSIA
4.	马六甲港务局	MALACCA PORT AUTHORITY PELABUHAN TG BRUAS, TANJUNG KLING, 76400 MELAKA MALAYSIA
5.	槟城港务局	PENANG PORT COMMISSION LEVEL 2, SWETTENHAM PIER CRUISE TERMINAL NO. 1A, KING EDWARD PLACE 10300 GEORGE TOWN PENANG, MALAYSIA
6.	巴生港务局	PORT KELANG AUTHORITY MAIL BAG SERVICE 202 JALAN PELABUHAN UTARA 42005 PORT KLANG SELANGOR, MALAYSIA

NO.	港口	注册地址
1.	中国广西壮族自治区北部湾港口管理局	中国广西南宁市新民路 67 号
2.	中国福建省福州港口管理局	中国福建省福州市马尾区港口路 96 号
3.	中国广州港务局	广州市越秀区沿江东路 406 号港口中心，邮编 510100
4.	中国江苏太仓港口管理委员会	江苏苏州太仓港口开发区北环路 8 号
5.	宁波港集团有限公司	中华人民共和国宁波市镇海区沿江东路 496 号，邮编 315200
6.	大连市港口与口岸局	中华人民共和国大连市中山区港湾广场 2 号，邮编 116001
7.	中国深圳市港务管理局	深圳市福田区竹子林紫竹七道 16 号公路主枢纽管理控制中心
8.	中国海南省海口市交通运输和港航管理局	中国海南省海口市长滨一路第二办公区 16 号楼
9.	上海国际港务（集团）股份有限公司	中国上海市浦东新区芦潮港镇同汇路 1 号综合大楼 A 区 4 楼
10.	中国厦门港口管理局	中国厦门市东渡路 127 号