



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE PORT KELANG AUTHORITY, MALAYSIA

AND

NINGBO PORT GROUP LIMITED OF THE PEOPLE'S

REPUBLIC OF CHINA

(FOR THE ESTABLISHMENT OF A SISTER-PORT RELATIONSHIP)

The Port Kelang Authority, having its registered address at Jalan Pelabuhan, 42005 Port Klang, Selangor Darul Ehsan, Malaysia and the Ningbo Port Group Limited of the People's Republic of China having its registered address at No. 496 Yanjiang Rd (E), Zhenhai Dist. Ningbo 315200 People's Republic of China (hereinafter singularly referred to as "the Party" and collectively referred to as "the Parties");

RECOGNISING the existing friendly relations between the two countries;

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

DESIRING to establish a sister-port relationship 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 two ports;

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 recognise and establish each other as its sister-port to enhance the friendship and mutual understanding between both Parties by way of organising 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 particularly in the fields of:-

- a) Operation and Management of Terminal.
- b) Marine Operations – navigational port safety, safe channels.
- c) Organisation and operation of Vessel Traffic Management System (VTMS) in the port.

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 (e.g. radio-communication).

3.5 Traffic Development and Promotion of Services Between The Two Ports

The Parties may carry out ports promotion campaigns between the two ports for the purpose of enhancing the usage of the two ports which could result in greater utilisation 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

A three (3) year 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 principle and 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 for the Parties and with international agreements signed by both 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. Either Party shall not raise objections to the proprietary rights and their servitude.

- 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 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 agrees and undertakes 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 or written agreement by the other Party.
- 8.3 The Parties shall, during and after the term of this Agreement, well and truly keep all information and findings arising from the Memorandum of Understanding herein. Both Parties shall not publish or disclose the same or suffer or permit the same to be published or disclosed to any person or persons whatsoever without the permission in writing of the other first having been obtained, and such permission not to be unreasonably withheld.

8.4 Both Parties agree that the foregoing obligations of confidentiality and non-disclosure of this Agreement shall continue to be binding and shall survive the term 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

- 10.1 This Memorandum of Understanding shall come into force on the date of its signature and shall remain in force unless otherwise terminated under this Article.
- 10.2 Either Party may terminate this Memorandum of Understanding by notifying the other Party in writing three (3) months prior to its intention to do so.
- 10.3 The termination of the Memorandum of Understanding shall 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 conducted 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 relevant international legal institution (including arbitration institution).

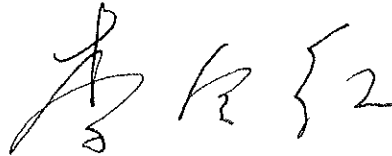
IN WITNESS WHEREOF, the undersigned being duly authorised thereto by their respective authorities have signed this Memorandum of Understanding.

For and on behalf of
PORT KELANG AUTHORITY
SELANGOR, MALAYSIA

For and on behalf of
NINGBO PORT GROUP LIMITED OF
THE PEOPLE'S REPUBLIC OF CHINA



.....
DATIN PADUKA O.C. PHANG
GENERAL MANAGER



.....
LI LINGHONG
PRESIDENT

DONE AT NINGBO on this 9 day of JUNE in the year 2004

in two (2) original texts, each in the English and Chinese languages and all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

关于马来西亚巴生港务局与中华人民共和国 宁波港集团有限公司建立姐妹港的谅解备忘录

巴生港务局（在马来西亚的注册地址为：Jalan Pelabuhan, 42005 Port Klang, Selangor Darul Ehsan, Malaysia）与宁波港集团有限公司（在中华人民共和国的注册地址为：中华人民共和国宁波市镇海区沿江东路 496 号，邮编 315200）在下文中单独提及标识为“一方”，同时提及则为“双方”。

注意到两国现有的友好关系；

意识到促进双方共同利益而长期与有效合作的必要；

渴望通过相互帮助与合作，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，码头服务方面缔结姐妹港的友好关系；

深信这种合作将有利于增进双方共同利益，促进友谊，增加互信。

双方商定

条款 1 目的

双方在此同意建立姐妹港关系，以增进双方友谊与互信。这一关系将通过发起以下条款所列的多种合作项目来具体落实。

条款 2 合作形式

双方同意通过港口研究、员工培训、信息交流，多方面促进双方贸易往来、运输与服务事业合作关系。

条款 3 范围

双方应该通过实际行动开展互相协助与合作来实现此谅解备忘录的目的，尤其在：

3.1 港口研究

双方同意开展和交流所有港口相关工程可行性研究的信息。

3.2 学员培训

双方同意为提高港口效率采取实际行动来促进双方合作，尤其在以下领域：

- a) 码头运营与管理
- b) 海运管理—港口安全和航道安全

c) 组织和管理港口船舶运输管理系统

3.3 信息交流

任何一方可以请求与另一方举行讨论会，以交流两港的统计数据、装卸货物、船舶流动，船东政策的信息；以及船代的信息和经第三方同意交换有利双方的任何其他港口有关的信息。

3.4 技术协助

任何一方可以请求与另一方举行讨论会，以交流能改善技术输入和例如电台通讯的港口设备、设施应用的技术协助。

3.5 两港间的运输往来和促进港口服务

双方可以开展两港间的港口促进竞赛活动以提高两港的货物装卸使用效率和增加商业机会。

条款 4 培训计划

在条款 3.2 和其他相关条款中提及的培训期限和计划可由双方具体商定。

条款 5 项目行动计划

双方应起草、商定一个三年的行动计划，必要时可以更新和修订。

条款 6 财务协定

该谅解备忘录框架内所进行的合作项目的原则和财务安排需要双方在可利用基金的基础上一致同意。

条款 7 知识产权

7.1 知识产权的保护措施应符合双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规定的知识产权和其他在开展由谅解备忘录商定的活动时所产生的附属在产品、文件或材料上的所有权，任何一方都不得对该所有权及其使用提出异议。

7.2 未经任何一方事先书面同意，相关名称、标识和官方徽章不得随意使用。

条款 8 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 双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 双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。双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 双方同意前述的保密义务和此协议的不泄密原则应在本协议未终止前将继续有约束力。

条款 9 中止

任何一方出于国家安全、国家利益、社会秩序或公共安全的需要，可临时中止该谅解备忘录全部或部分的实施内容。接另一方通知，此种中止便可立即生效。

条款 10 谅解备忘录生效、期限和终止

10. 1 该谅解备忘录在签字日期生效，除按谅解备忘录条款规定而终止，一直有效。

10. 2 任何一方如想终止该谅解备忘录，需提前三个月书面通知另一方。

10. 3 该谅解备忘录的终止应不影响在终止日之前已达成协议的正在进行当中的项目或活动。

条款 11 修订与更改

经双方书面同意，双方可以修订与更改谅解备忘录的部分或全部内容。此种经双方书面同意修订与更改应该以书面形式，成为该谅解备忘录的必然部分，并在双方商定的日期生效。任何修订或更改应该按谅解备忘录所达成的权利和义务不受偏见来完成。

条款 12 争议的解决

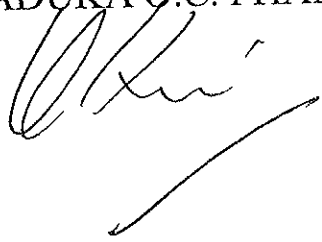
由解释、执行或实施该谅解备忘录任一条款造成的任何分歧或争议应由双方协商或洽谈友善地解决，而非寻求第三方或有关国际法律机构（含仲裁机构）。

双方授权代表在谅解备忘录下签字以此证明。

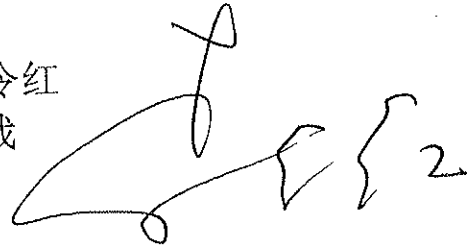
马来西亚巴生港务局
代表

中华人民共和国宁波港
集团有限公司代表

DATIN PADUKA O.C. PHANG
总经理



李令红
总裁



签字日期： 二 00 四年六月九日

包括二份原件（中英文各一份，同等有效）。倘有任何翻译上的分歧，以英文文件为准。