

No. 5365

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**UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
and  
FEDERATION OF MALAYA**

**Agreement (with annexures) for the Establishment of the  
Tropical Fish Culture Research Institute at Batu Be-  
rendam in Malacca. Signed at Kuala Lumpur, on  
7 June 1960**

*Official text: English.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on  
22 September 1960.*

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**ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
et  
FÉDÉRATION DE MALAISIE**

**Accord (avec annexes) portant création officielle de l'Ins-  
titut de recherche de pisciculture tropicale à Batu  
Berendam (État de Malacca). Signé à Kuala Lumpur,  
le 7 juin 1960**

*Texte officiel anglais.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le  
22 septembre 1960.*

No. 5365. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE FEDERATION OF MALAYA FOR THE ESTABLISHMENT OF THE TROPICAL FISH CULTURE RESEARCH INSTITUTE AT BATU BERENDAM IN MALACCA. SIGNED AT KUALA LUMPUR, ON 7 JUNE 1960

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Whereas with the consent and approval of the Government of the Federation of Malaya, the Government of the United Kingdom of Great Britain and Northern Ireland, (hereinafter referred to as "the United Kingdom Government") has caused to be built and maintained at Batu Berendam in Malacca an Institute called the Tropical Fish Culture Research Institute for the purposes of undertaking research into, and giving instruction and training in the culture of fish and other useful aquatic produce and the management of ponds and other waters therefor, and to furnish information and advice relating thereto :

And whereas upon the establishment of the Federation of Malaya as an independent sovereign country the aforesaid Government of the Federation of Malaya relinquished its responsibilities for administering the Institute :

And whereas it is the common purpose of the United Kingdom Government and the Government of the aforesaid independent Federation of Malaya (hereinafter referred to as "the Government of the Federation") to provide that measures should be taken for the formal establishment and maintenance of the Institute as hereinafter in this Agreement provided :

Now therefore the United Kingdom Government and the Government of the Federation have agreed as follows :

*Article I*

UNDERTAKINGS OF THE UNITED KINGDOM GOVERNMENT

The United Kingdom Government will :

- (1) accord to the Institute at all times its good offices in order to promote the success of the Institute within and beyond the Federation ;
- (2) co-operate with the Government of the Federation and with any such other Governments or authorities as are referred to in Article VI in the maintenance and administration of the Institute ;

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<sup>1</sup> Came into force on 7 June 1960, the date of signature, in accordance with article IX.

- (3) subject to the provision of Article VIII (2), for a period of three years from the entry into force of this Agreement, bear all the costs of the Institute in excess of that sum to be provided by the Government of the Federation in accordance with the provisions of Article II (4) ;
- (4) encourage the Institute to afford on request to the Board of Management facilities for research by officers of participating governments and in particular the Government of the Federation, and also facilities for the training of officers in fish research and fish culture as opportunity arises and the progress and the facilities of the Institute permit.

### *Article II*

#### UNDERTAKINGS OF THE GOVERNMENT OF THE FEDERATION

The Government of the Federation will :

- (1) accord to the Institute at all times its good offices in order to promote the success of the Institute within and beyond the Federation of Malaya ;
- (2) co-operate with the United Kingdom Government and with any such other Governments or authorities as are referred to in Article VI in the maintenance and administration of the Institute ;
- (3) facilitate the duties of the servants of the Institute at all times within the Federation of Malaya ;
- (4) subject to the provision of Article VIII (2), for a period of three years from the entry into force of this Agreement, make an annual contribution of £1,000 towards the cost and maintenance of the Institute.

### *Article III*

#### LEGISLATION

The Government of the Federation will after consultation with the United Kingdom Government secure the passage of legislation providing for the establishment of the Institute in the Federation and for the incorporation of the Board of the Institute and giving effect to the provisions set out in Annexure I<sup>1</sup> and Annexure II<sup>2</sup> of this Agreement.

### *Article IV*

#### ANNEXURES INTEGRAL PART OF AGREEMENT

The Annexures referred to in Article III of this Agreement shall be regarded as an integral part hereof.

<sup>1</sup> See p. 148 of this volume.

<sup>2</sup> See p. 154 of this volume.

*Article V*

The High Commissioner for the United Kingdom in the Federation of Malaya is authorised to act on behalf of the United Kingdom Government under this Agreement.

*Article VI*

## PARTICIPATION OF OTHER GOVERNMENTS AND AUTHORITIES

(1) The United Kingdom Government and the Government of the Federation agree, in so far as is consistent with the law for the time being in force within their respective countries, to facilitate the participation of other governments and authorities in the maintenance and administration of the Institute and agree to consult each other from time to time regarding proposals for such participation.

(2) In the event of the Governments of the United Kingdom and the Federation agreeing to the participation of any other government or authority under the provisions of paragraph (1) of this Article, the Governments of the United Kingdom and the Federation will in agreement with the other government or authority amend this Agreement to the extent that may be necessary to give effect to the participation of such government or authority in the maintenance and administration of the Institute.

*Article VII*

## ALTERATION OF LEGISLATION

In the event that the Government of the Federation wishes to amend or introduce legislation otherwise affecting any law passed in pursuance of Article III, the said Government will give prior notice of twelve months to the United Kingdom Government and to any Governments or authorities referred to in Article VI and will enter into consultations with those Governments or authorities as they may request.

*Article VIII*

## WITHDRAWAL AND DISCONTINUANCE OF SUPPORT

(1) After the expiration of three years from the entry into force of this Agreement either party thereto may withdraw from this Agreement on giving not less than 3 months' prior notice in writing to the other ;

(2) If either party to this Agreement should at any time wish to discontinue contributing to the support of the Institute such party shall give not less than one year's prior notice in writing to the Board of Management of the Institute of intention so to do.

*Article IX*

## ENTRY INTO FORCE AND AMENDMENT

- (1) The present agreement shall enter into force on the day it is signed ;
- (2) If, while this Agreement is in force either party thereto should consider that there should be an amendment of the Agreement that party shall so notify the other party in writing and the two parties will thereupon consult with a view to agreeing upon an amendment which shall be effected by means of an exchange of Notes.

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

DONE at Kuala Lumpur in duplicate this seventh day of June, 1960, in the English language.

For the Government of the United Kingdom of Great Britain  
and Northern Ireland :

G. W. TORY

For the Government of the Federation of Malaya :

Abdul Aziz BIN ISHAK

## ANNEXURE I

PROVISIONS FOR THE CONSTITUTION, POWERS, DUTIES AND PROCEDURE OF THE BOARD OF  
MANAGEMENT OF THE TROPICAL FISH CULTURE RESEARCH INSTITUTE, BATU BEREN-  
DAM, MALACCA

*Constitution of Board*

1.—(1) Subject to the provisions of sub-paragraph (2) of this paragraph the Board of Management of the Institute (hereinafter called "the Board") shall consist of the following members :

- (a) The Chairman to be nominated by the United Kingdom Government ;
- (b) A Member of the United Kingdom High Commissioner's Office to be nominated by the United Kingdom Government.
- (c) The Director of the Institute as an ex-officio member, or alternatively the Acting Director ;
- (d) A Scientific Member to be nominated by the United Kingdom Government ;
- (e) Two Members to be nominated by the Government of the Federation of Malaya ;
- (f) A Member to be nominated by the Council of the University of Malaya.

(2) The membership of the Board may be varied by agreement between the signatories to this Agreement.

(3) (a) The Director of the Institute (hereinafter referred to as "the Director") who shall be remunerated from the funds of the Board, shall be such person as the United Kingdom Government may appoint, and he shall hold office during the pleasure of that Government.

(b) When the Director is, through absence, illness or any other cause, unable to discharge the duties of his office, the United Kingdom Government may appoint a person, who shall be styled "the Acting Director", temporarily to discharge such duties.

(4) The Members of the Board, other than the Director, shall retain their membership of the Board during the pleasure of the Governments or authorities by which they are nominated.

(5) Any member of the Board, including the Chairman, may resign from the Board by notice in writing to that effect addressed to the Secretary and, as from the date of receipt by the Secretary of such notice, such member shall cease to be a member and thereupon the Secretary shall inform the Government or authority by whom such member was nominated or appointed of the vacancy so caused and invite that Government, authority or the Board, as the case may be, to take steps to fill the vacancy ;

#### *Powers of the Board*

2. The Board shall have power to :

- (a) enter into contracts and to do all things necessary for or incidental to the purposes for which it is constituted and incorporated ;
- (b) acquire and hold movable or immovable property and sell, mortgage, lease, transfer or otherwise deal with such property ;
- (c) delegate to the Director all or any part of the duties imposed upon the Board relating to the appointment, and dismissal of servants of the Institute.

#### *Duties of the Board*

3.—(1) It shall be the duty of the Board in the exercise of its powers and in the performance of its functions to act in such manner as appears to it best calculated to promote the purposes, aims and interests of the Institute :

(2) in particular, it shall be the duty of the Board :

- (a) to review and consider annually a general programme of the research or other activities to be conducted by the Institute as prepared by the Director and to approve such programme ;
- (b) to arrange for the preparation annually by the Director of a statement of the expenditure necessary to carry out the approved programme ;
- (c) to consider matters relating to the provision of advice on the culture of pond fish and other connected matters ;
- (d) to receive reports from the Director of the progress of the work of the Institute and the extent of liabilities incurred, to make such observations thereon as they may think fit and to arrange for the transmission of such reports and observations, if any, to the Governments concerned ;
- (e) to advise the Director on any matter on which advice may be sought ;

- (f) to appoint and to dismiss servants of the Institute and any servant they may think fit to employ ;
- (g) to make such rules as it may be necessary to prescribe for the efficient administration of the affairs of the Institute.

#### *Secretary of the Board*

4. The Secretary of the Board shall be such person as the Board may appoint.

#### *Meetings of the Board*

5.—(1) The Board shall ordinarily meet for the despatch of business at such times and places as the Board may from time to time appoint, but not less than once a year. The first meeting of the Board shall be held as soon as possible after the incorporation of the Board.

(2) The Chairman may and on the request in writing of three members of the Board shall call a special meeting of the Board at such time and place as he may appoint.

(3) Meetings of the Board shall be presided over by the Chairman, or, in his absence, by a member nominated by him.

(4) Every question which comes before the Board at any meeting shall be decided by a majority of the votes of the members present.

(5) Five members shall form a quorum at any meeting, provided that three of such members shall be persons nominated by the United Kingdom Government and at least one of such members shall be a person nominated by the Government of the Federation of Malaya. For the purpose of this sub-paragraph an ex officio member shall be deemed to have been nominated by the United Kingdom Government.

(6) The member presiding at any meeting shall have an original vote and in the case of an equality of votes a second or casting vote.

#### *Minutes of the Board*

6. The minutes of the proceedings of any meeting of the Board shall be regularly entered in a book to be kept for that purpose and minutes of the proceedings, after approval, shall be signed at the next ensuing meeting by the member presiding thereat.

#### *Funds of the Board*

7.—(1) The funds of the Board shall include :

- (a) all monies raised for the general purposes of the Institute ;
- (b) all monies accruing to the Institute from the parties to this Agreement ;
- (c) all charges, dues or amounts recovered by the Board ;
- (d) all donations accruing to the Board or the Institute in the course of the operations of the Board or of the Institute.

(2) The funds of the Board will be applied by the Board to the accomplishment of the purposes of the Institute.

*Payments into Bank*

8. All sums of money received on account of the Board may be paid into such bank or banks as may be approved by the Board for the credit of the Board's general, current, or deposit accounts.

*Accounts and Audit*

9. (1) The Board shall keep proper accounts, and proper records in relation to the accounts, and shall prepare in respect of each financial year, ending on the 31st day of December immediately preceding, statements of account in such form as the Board, with the approval of the Governments concerned, may direct.

(2) The Accounts of the Board shall be audited by auditors appointed by the Board, subject to the approval of the Governments concerned.

*Power to dissolve the Institute*

10. (1) If, as the result of any notice being given to the Board by a party to this Agreement of an intention to discontinue financial support of the Institute, the Board is unable to ensure adequate support for the continuance of the Institute, the Board shall so inform the parties to this Agreement and request that they agree upon arrangements for the dissolution of the Institute.

(2) On such a request being made by the Board, the parties to this Agreement shall make arrangements for the discharge of the liabilities of the Institute and for the disposal of its assets, and generally for the winding up and dissolution of the Institute.

## ANNEXURE II

ESTABLISHMENT OF THE TROPICAL FISH CULTURAL RESEARCH INSTITUTE AND  
THE INCORPORATION OF THE BOARD OF THE INSTITUTE*Interpretation*

1. In this Annexure unless the context otherwise requires :

“Board” means the Board of Management of the Institute ;

“Institute” means the Tropical Fish Culture Research Institute at Batu Berendam in the State of Malacca, which the United Kingdom Government has caused to be built and maintained ;

*Establishment of Institute*

2. The Institute shall be called the Tropical Fish Culture Research Institute, Malacca, and is hereby established for the purposes of undertaking research into, and giving instruction and training in the culture of fish and other useful aquatic produce and the management of ponds and other waters therefor, and to furnish information and advice relating thereto.



*Constitution of Board*

3. The Board shall be constituted in accordance with the provisions for the time being in Annexure I of this Agreement.

*Incorporation of the Board*

4. (1) The Board shall be a body corporate having the name of the Board of Management of the Tropical Fish Culture Research Institute and shall have perpetual succession and may sue and be sued in its said name.

(2) The Board shall have a common seal which shall bear such device as the Board may approve and such seal may from time to time be broken, changed, altered and made anew by the Board as the Board may think fit.

(3) Until a seal is provided under the provisions of this paragraph a stamp bearing the inscription. "The Board of Management of the Tropical Fish Culture Research Institute" may be used as the common seal.

(4) The common seal of the Board or the stamp referred to in sub-paragraph (3) so long as it is used as the common seal shall be in the custody of such person as may be determined by the Board, and all its documents and other documents requiring the seal of the Board shall be sealed with the seal or stamp of the Board in pursuance of a resolution in that behalf passed at a duly constituted meeting of the Board and recorded in the minutes.

(5) The seal or stamp of the Board shall be officially and judicially noticed.

*Powers of the Board*

5. The powers, duties and procedure of the Board shall be in accordance with the provisions for the time being of Annexure I of this Agreement.

*Funds of the Institute*

6. (1) The funds of the Board shall include all monies received from sources as set out in Annexure I of this Agreement.

(2) The funds of the Board shall, subject to the approval general and specific of the governments and authorities for the time being contributing to the upkeep of the Institute, be applied by the Board to the accomplishment of the purposes of the Institute.

7. There shall be vested in the Institute as established in paragraph 2 all property of which the Institute is possessed at the date of the commencement of the legislation referred to in Article III of this Agreement.

*Land acquisition*

8. (1) When any immovable property is intended to be acquired by the Board for their purposes, such property may be acquired in accordance with the provisions of any written law relating to the acquisition of land for a public purpose for the time being in force in the Federation of Malaya and any declaration required by any such written law that such land is so needed may be made notwithstanding that compensation is to be paid by the Board and such declaration shall have effect as if it were a declaration that such land is needed for a public purpose in accordance with such written law.

(2) The expenses and compensation, if any, in respect of any immovable property acquired under this paragraph shall be paid by the Board.