

No. 9719

**JAPAN
and
MALAYSIA**

Agreement (with exchanges of notes). Signed at Kuala Lumpur on 21 September 1967

Authentic text: English.

Registered by Japan on 16 July 1969.

**JAPON
et
MALAISIE**

Accord (avec échanges de notes). Signé à Kuala Lumpur le 21 septembre 1967

Texte authentique: anglais.

Enregistré par le Japon le 16 juillet 1969.

AGREEMENT¹ OF 21 SEPTEMBER 1967 BETWEEN JAPAN AND MALAYSIA

The Government of Japan and the Government of Malaysia,
Recognising that a settlement of the questions regarding the unhappy
events in Malaysia during the Second World War will contribute to the
furtherance of friendly relations between Japan and Malaysia, and

Desiring to promote economic co-operation between the two countries,
Have agreed as follows:

Article I

1. Japan shall supply in grants to Malaysia the products of Japan and the services of the Japanese people, the total value of which shall be two thousand nine hundred and forty million and three thousand yen (¥ 2,940,003,000) equivalent at present to the value of twenty five million Malaysian dollars (M\$ 25,000,000).

2. The supply of such products and services shall be made over a period of three years from the date of the coming into force of the present Agreement or such longer period as may be subsequently agreed upon by the two Governments.

3. The products and services referred to in paragraphs 1 and 2 above shall be utilised for the construction of two new ocean-going cargo boats in the first instance, and for such other projects as may be agreed upon by the two Governments.

4. The two Governments shall conclude all necessary arrangements for the implementation of the provisions of the present Article.

Article II

The Government of Malaysia agrees that all questions arising out of the unhappy events during the Second World War which may affect the existing good relations between the two countries are hereby fully and finally settled.

¹ Came into force on 7 May 1968, the date of the exchange of notes indicating its approval by each Government in accordance with its constitutional procedure, in accordance with article III.

Article III

The present Agreement shall come into force upon the date of exchange of Notes indicating its approval by each Government in accordance with its constitutional procedure.

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

DONE in duplicate, in the English language at Kuala Lumpur, this twenty-first day of September, one thousand nine hundred and sixty seven.

For the Government
of Japan :

Taisaku KOJIMA

For the Government
of Malaysia :

Tunku Abdul Rahman PUTRA

EXCHANGES OF NOTES

I a

(Japanese Note)

21st September, 1967

Excellency,

I have the honour to refer to the Agreement of 21st September, 1967, between Japan and Malaysia signed today. The Government of Japan proposes that under Article I, paragraph 4 of the Agreement the two Governments agree as follows :

I

The two Governments shall fix through consultation the schedule of the construction of two new ocean-going cargo boats and other projects mentioned in Article I, paragraph 3 of the Agreement (hereinafter referred to as the "Schedule").

The Schedule shall specify the products and services to be supplied by Japan each year.

II

The supply of the products of Japan and services of the Japanese people shall be carried out in such manner as not to impose additional foreign exchange burden upon Japan.

III

1. The Malaysian authority designated by the Government of Malaysia (hereinafter referred to as the "Malaysian Authority") shall conclude contracts directly with any Japanese national or any Japanese juridical person controlled by Japanese nationals, in order to have products and services supplied in accordance with the Schedule.

2. The Government of Japan shall upon request provide the Malaysian Authority with information concerning Japanese nationals and juridical persons desirous of entering into contracts mentioned in the preceding paragraph.

3. All such contracts (including modifications thereof) shall conform with (a) the provisions of Article I of the Agreement and the present note, (b) the provisions of such arrangements as may be made by the two Governments for the implementation of Article I of the Agreement and the present note and (c) the Schedule applicable. These contracts shall be forwarded to the Government of Japan for verification as to the conformity of the same with the above-mentioned criteria. A contract which has been verified on the manner hereinabove provided, shall hereinafter be referred to as a "Contract".

4. Notwithstanding the provisions of paragraph I above, in case the supply of products and services is deemed impossible under Contract, they may be supplied by agreement in each case between the two Governments without Contract.

IV

1. The Government of Japan shall, through procedures to be determined under Chapter VI of the present note, make payments to cover the obligations incurred by the Malaysian Authority under Contracts and the expenses for the supply of products and services referred to in Chapter III paragraph 4 of the present note. These payments shall be made in Japanese yen.

2. By and upon making a payment in yen under the preceding paragraph, Japan shall be deemed to have supplied Malaysia, to the extent of such payment, with the products and services in accordance with Article I of the Agreement.

3. The supply of such products and services shall be made in reasonably even distribution during the period.

V

1. The two Governments shall take necessary measures for the smooth and effective implementation of the Agreement.

2. The Government of Japan will provide the Government of Malaysia with information, from time to time and with a view to meeting the latter's reasonable requests, of the progress of the implementation of the Agreement.

VI

Further details including procedures for the implementation of the Agreement and the present note shall be agreed upon through consultation between the two Governments.

I have further the honour to propose that the present note and Your Excellency's reply confirming the acceptance by your Government of the above proposal shall be regarded as constituting an agreement between the two Governments on details for the implementation of the Agreement of 21st September, 1967, between Japan and Malaysia under Article I, paragraph 4 thereof.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

Taisaku KOJIMA

Ambassador Extraordinary and Plenipotentiary
of Japan to Malaysia

His Excellency Tunku Abdul Rahman Putra
Prime Minister and Minister
for Foreign Affairs, Malaysia
Kuala Lumpur

II a

(*Malaysian Note*)

21st September, 1967

Excellency,

I have the honour to acknowledge receipt of Your Excellency's note of today's date, which reads as follows:

[*See note I a*]

I have further the honour to confirm on behalf of the Government of Malaysia the understanding contained in Your Excellency's note under acknowledgement.

I avail myself of this opportunity to extend to Your Excellency the assurances of my highest consideration.

Tunku Abdul Rahman PUTRA

Prime Minister and Minister for Foreign Affairs
Malaysia

His Excellency Mr. Taisaku Kojima
Ambassador Extraordinary and Plenipotentiary
of Japan to Malaysia
Kuala Lumpur

I b

(Japanese Note)

21st September, 1967

Excellency,

I have the honour to refer to the talks held on May 24 and 26, 1967 between the Prime Minister of Japan and the Prime Minister of Malaysia, in which they agreed that close cooperation between their two countries on maritime transportation should be encouraged, and the Agreement of 21st September, 1967, between Japan and Malaysia signed today, and to confirm, on behalf of the Government of Japan, that the following is the understanding reached between the Government of Japan and the Government of Malaysia with regard to the operation of two new ocean-going cargo boats to be supplied to Malaysia under the Agreement.

1. The Government of Japan will, at the request of the Government of Malaysia, train and make available necessary facilities for Malaysian officers and other personnel to operate the ocean-going cargo boats, under the Colombo Plan technical co-operation programme within the relevant budgetary appropriations.

2. The Government of Japan will, at the request of the Government of Malaysia, facilitate the employment of suitable Japanese personnel for the operation of the boats for such time and on such terms and conditions as may be agreed by the two Governments.

3. The details concerning the implementation of the foregoing paragraphs will be determined by the two Governments.

I have further the honour to request Your Excellency to be good enough to confirm the above understanding on behalf of the Government of Malaysia.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

Taisaku KOJIMA

Ambassador Extraordinary and Plenipotentiary
of Japan to MalaysiaHis Excellency Tunku Abdul Rahman Putra
Prime Minister and Minister
for Foreign Affairs, Malaysia
Kuala Lumpur

II b

(Malaysian Note)

21st September, 1967

Excellency,

I have the honour to acknowledge receipt of your note of today's date, which reads as follows:

[See note I b]

I have further the honour to confirm the contents of the arrangement as stated in your note under acknowledgement, and to agree that the same and the present reply shall be regarded as constituting an agreement between the two Governments.

I avail myself of this opportunity to extend to Your Excellency the assurances of my highest consideration.

Tunku Abdul Rahman PUTRA
Prime Minister and Minister for Foreign Affairs
Malaysia

His Excellency Mr. Taisaku Kojima
Ambassador Extraordinary and Plenipotentiary
of Japan to Malaysia
Kuala Lumpur