

No. 25456

**BELGO-LUXEMBOURG ECONOMIC UNION
and
MALAYSIA**

**Agreement on maritime transport. Signed at Kuala Lumpur
on 12 February 1985**

Authentic text: English.

Registered by the Belgo-Luxembourg Economic Union on 6 November 1987.

**UNION ÉCONOMIQUE BELGO-LUXEMBOURGEOISE
et
MALAISIE**

**Accord relatif au transport maritime. Signé à Kuala Lumpur
le 12 février 1985**

Texte authentique : anglais.

*Enregistré par l'Union économique belgo-luxembourgeoise le 6 novembre
1987.*

AGREEMENT¹ ON MARITIME TRANSPORT BETWEEN THE BELGO-LUXEMBOURG ECONOMIC UNION AND THE GOVERNMENT OF MALAYSIA

The Government of the Kingdom of Belgium, both on its own behalf and, under existing agreements, on behalf of the Government of the Grand Duchy of Luxembourg, and the Government of Malaysia (hereinafter called the Contracting Parties) for the purposes of developing friendly relations and strengthening their co-operation in the field of maritime transport in accordance with the principles of equality and mutual benefit,

Have agreed as follows:

Article 1. For the purposes of this Agreement, unless the context otherwise requires:

1. The term “vessels of either Contracting Party” shall mean merchant vessels flying the national flag of and registered in Malaysia or the Belgo-Luxembourg Economic Union respectively.

However this term does not include:

1. Vessels exclusively used by the armed forces;
2. Vessels for hydrographic, oceanographic and scientific research;
3. Fishing boats;
4. Vessels destined for cabotage between the ports of each Contracting Party and for inland waterways navigation;
5. Vessels destined for providing port, roadstead and beach services, including pilotage, towing, assistance and rescue at sea.

2. The term “competent authority” shall mean the Minister or the designated Government agency or agencies of either Contracting Party responsible for administration of maritime transport and its related functions.

3. The term “crew member” means the master or any person who is employed aboard the vessel, whose name is entered on the crew list of that vessel and who holds a document certifying his condition as a seaman.

4. The term “passengers” shall mean those persons carried in the vessels of either Contracting Party who are not employed or engaged in any capacity on board that vessel and whose names are included in the passenger list of the said vessel.

5. The term “national shipping company” means any shipping company recognized as such by the competent maritime authority of each Contracting Party.

Article 2. 1. Vessels of either Contracting Party may sail between the ports of the two countries which are open to foreign trade and engage in passenger and cargo services (hereinafter called the “agreed services”) between the two countries.

2. The Contracting Parties shall co-operate within the context of this Agreement so as to eliminate all obstacles which might impede the development of naviga-

¹ Came into force on 17 August 1987, when the Contracting Parties had notified each other (on 15 July and 17 August 1987) of the completion of their respective constitutional requirements, in accordance with article 21.

tion between the ports of the Contracting Parties which are open to foreign trade and shall refrain from taking any measure which might limit the activities of their vessels.

Article 3. Chartered vessels flying the flag of third countries but operated by national shipping companies of either Contracting Party may also take part in the agreed services, unless otherwise notified by either Contracting Party.

Article 4. Each of the Contracting Parties shall in its ports grant to the vessels operated by the national shipping companies of the other Contracting Party the same treatment as to the vessels operated by its own national shipping companies with respect to the collection of harbour dues and taxes, access to ports, freedom to enter, remain in and leave harbours, the use of port facilities and [of] all facilities granted by it in connection with navigation and commercial operations for the vessels and their crews, passengers and freight.

This provision shall apply in particular to allocation of berths alongside and to facilities for loading and unloading.

Article 5. Vessels with nuclear propulsion or carrying nuclear substances or other dangerous and harmful substances or material flying the flag of either Contracting Party shall adopt adequate measures to prevent, diminish or control pollution of the territorial waters and of the exclusive economic zone of the Parties and to that effect shall respect the rules, standards, practice and procedures established by international conventions.

Article 6. This Agreement shall not apply to the transportation of passengers and cargo between the domestic ports of the Contracting Parties. Provided that the right of vessels of either Contracting Party to engage in the agreed services shall include the right to pick up or discharge passengers and cargo at more than one port of the other Contracting Party if such passengers and cargo are destined for or are proceeding from a third country on the same vessels.

Article 7. 1. Each Contracting Party shall recognize the nationality of the vessels of the other Contracting Party on the basis of the statutory certificate issued by the relevant competent authorities of either Contracting Party in accordance with its applicable laws and regulations.

2. Tonnage certificates of other ships' documents issued or recognized by one of the Contracting Parties shall also be recognized by the other Party.

Vessels of each Contracting Party carrying legally issued tonnage certificates shall be exempt from remeasuring in the ports of the other Party.

Article 8. Each Contracting Party shall recognize the identity documents of the crew members duly issued by the appropriate authorities of the other Contracting Party such as the Seamen's Book and International Passport.

Article 9. 1. The crew members of a vessel of one of the Contracting Parties may go ashore provided that the crew list is handed over to the competent authorities, in compliance with the rules which are in force at the port of call.

2. Any person holding the identity documents referred to in Article 8 shall be entitled, irrespective of the means of transport used:

(a) After being discharged, to proceed directly to a country where admission is guaranteed in so far as travel expenses are covered;

- (b) To enter the territory of one of the Contracting Parties in order to enrol on a specific vessel in a specific port of that country;
- (c) To pass through the territory of one of the Contracting Parties in order to enrol on board a specific vessel which lies in a specific port, or in order to be transferred from a vessel which is calling there to another vessel lying in a port of one of the Contracting Parties or in a port abroad.

3. In all cases referred to in paragraph 2, the identity documents must bear the visa of the other Contracting Party. Such visa shall be granted as quickly as possible.

4. Where a crew member holding the identity documents referred to in paragraph 2 is disembarked at a port of the other Contracting Party for health reasons, purposes of service or for other reasons recognized as valid by the competent authorities, the latter shall in accordance with the applicable laws and regulations of that Contracting Party give the necessary authorization for the person concerned to remain in its territory in the event of his hospitalisation and to return to his country of origin or proceed to another port of embarkation by any means of transport.

5. For the same purposes as those enumerated in paragraph 2 above, any persons holding the identity documents referred to in Article 8 who do not possess the nationality of one of the Contracting Parties shall be granted the entry or transit visas required for the territory of the other Contracting Party, provided readmission to the territory of the Contracting Party which issued the identity documents is guaranteed.

6. The above provisions shall be subject to the applicable laws and regulations of the Contracting Parties.

Article 10. 1. The laws and regulations of one Contracting Party governing entry into, sojourn in and departure from its territory of passengers or cargo, such as formalities regarding entry, exit, emigration, as well as customs and sanitary measures, shall apply to passengers or cargo carried by the vessels of the other Contracting Party while they are within the said territory.

2. Without prejudice to the provisions of Articles 8 and 9 the provisions in force in the territories of the Contracting Parties relating to the entry, abode and removal of foreign nationals shall remain applicable.

3. The Contracting Parties reserve the right to prohibit access to their respective territories to any persons possessing the above-mentioned crew member's documents whom they consider undesirable.

Article 11. Where a crew member of a vessel of one of the Contracting Parties lying in the territorial or interior waters of the other Party shall need, for reasons of illness or accident, the medical, pharmaceutical or hospital assistance available in the territory of the other Party, this assistance shall be given to him, at the expense of his merchant shipping company, under the same conditions as those given to the national crews in accordance with the applicable laws and regulations of that Contracting Party.

Article 12. 1. Should a vessel of either Contracting Party be involved in maritime casualties or encounter any other danger in the territorial waters of the other Contracting Party or nearby area, the latter shall render all possible assistance and protection to the vessels, its crew, passengers and cargo and shall inform the competent authorities of the other Contracting Party in the quickest possible manner.

2. Where cargo and other properties discharged or rescued from the vessel involved in such maritime casualties or dangerous encounters, need to be temporarily stored in the territory of the other Contracting Party, the latter shall endeavour to provide, wherever possible, the necessary facilities. Such cargo shall not be liable to customs duties insofar as it is not released for consumption or used in the territory of the other Contracting Party.

Article 13. Each Contracting Party shall, within the limits of its laws and regulations, take necessary measure to offer facilities to the vessels of the other Party so as to expedite the operation of the vessels and to simplify compliance with the administrative, customs and health formalities in force in those ports. As far as such formalities are concerned, the treatment granted in a national port of one of the Contracting Parties to any vessel operated by the national shipping companies of the other Party shall be identical to that granted to the vessels operated by the national shipping companies of the first Party.

Article 14. 1. Each of the Contracting Parties shall grant the national shipping companies of the other Contracting Party the right either to use, for the purpose of making payments, income and other receipts obtained within the territory of the first Contracting Party and deriving from maritime transport, or to transfer such income and other receipts abroad without restriction.

2. Payments arising from and under this Agreement shall preferably be effected in freely convertible currencies mutually accepted by both Contracting Parties.

Article 15. 1. The provisions of this Agreement shall not limit the rights of either Contracting Party to adopt or execute measures relating to the protection of its security and public health or the prevention of disease and pests in animals and plants.

2. In case, for reasons of national security, navigation is temporarily suspended in specific zones of the territorial waters of one of the Contracting Parties, the vessels of their respective fleets shall not be subject to any discriminatory measures.

3. The vessels of each of the Contracting Parties shall abstain from any action which could threaten peace, order or public security, as well as from any other activity which is not directly related with their commercial purpose.

Article 16. 1. The Contracting Parties express their will to co-operate in the field of maritime transport in the spirit of the UN Code of Conduct for Liner Conferences.¹

2. The national shipping companies of the Contracting Parties may participate in the freight and volume of the seaborne trade between the Contracting Parties in accordance with the principles of equitable sharing and mutual benefit.

3. As regards seaborne freight traffic (liner traffic), both Parties shall have equal rights to participate in the traffic generated by the mutual foreign trade. Third country shipping lines shall have the right to acquire a significant part of this traffic in accordance with the principles of the UN Code of Conduct for Liner Conferences.

4. The control of cargo sharing for inward and outward traffic in the ports of both Parties shall be entrusted to their national shipping companies.

¹ United Nations, *Treaty Series*, vol. 1334, p. 15.

Article 17. The provisions of the present Agreement shall not affect the rights and obligations of the Contracting Parties arising out of International Conventions which have been accepted by the two Contracting Parties. Without prejudice to its other international commitments, each Contracting Party shall enjoy entire freedom as to the use of the traffic rights granted to it under this Agreement.

Article 18. 1. A Joint Committee, made up of representatives designated by the Governments concerned, shall meet at the request of either Contracting Party for dealing with:

- (a) Any question arising from the application or interpretation of this Agreement;
- (b) Research, technical co-operation and training in maritime transport; and
- (c) Any other matter pertaining to the development of maritime transport between the two countries.

2. The Joint Committee shall be entitled to submit to the Contracting Parties any recommendations which it considers useful.

3. If either of the Contracting Parties considers it desirable to modify the terms of this Agreement, such modification may be proposed by an exchange of notes through the diplomatic channel.

Article 19. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall endeavour to settle it by negotiation between themselves.

Article 20. The present Agreement is concluded for a period of five years. It shall continue for successive periods of one year, unless it is denounced at six months' notice, by one of the Contracting Parties through diplomatic channels.

Article 21. This Agreement shall enter into force when the Contracting Parties have notified each other through diplomatic channels that their respective constitutional requirements have been complied with.

IN WITNESS WHEREOF the undersigned being duly authorised have signed the present Agreement.

DONE at Kuala Lumpur on this 12th day of February, 1985.

For the Governments
of the Kingdom of Belgium
and the Grand Duchy of Luxembourg:

[Signed]

JEAN GOL

For the Government
of Malaysia:

[Signed]

DATO' ABU HASAN BIN HAJI OMAR