

No. 26939

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**FRANCE  
and  
MALAYSIA**

**Exchange of letters constituting an agreement on mining  
co-operation (with appendix and map). Kuala Lumpur,  
8 December 1988 and 8 February 1989**

*Authentic texts: French and English.*

*Registered by France on 28 November 1989.*

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**FRANCE  
et  
MALAISIE**

**Échange de lettres constituant un accord relatif à la coopéra-  
tion minière (avec annexe et carte). Kuala Lumpur, 8 dé-  
cembre 1988 et 8 février 1989**

*Textes authentiques : français et anglais.*

*Enregistré par la France le 28 novembre 1989.*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

8th December 1988

Dear Sir,

Following your Government's decision to have research undertaken at ground level to confirm the existence of geophysical anomalies identified in the central part of Peninsular Malaysia in 1980, the Bureau de Recherches géologiques et minières (BRGM) was assigned the task of providing a detailed interpretation of the airborne geological surveys, so as to identify the areas suitable for a ground investigation.

Subsequently, your Government was offered the BRGM's services to pursue the above research and to undertake its second phase.

I have pleasure in informing you that, taking into consideration the friendly relations existing between France and Malaysia, and being aware of the importance to Malaysia of the work started in 1980, the Government of the French Republic is prepared to extend bilateral cooperation to the field of mineral exploration and evaluation.

For that purpose, and on instructions from my Government, I wish to submit to you the following proposals:

1. The Government of the French Republic and the Government of Malaysia have decided to enter into cooperation in the field of mineral exploration and evaluation on such terms as provided in this letter.

2. The Government of the French Republic has appointed the Minister of Industry as the authority responsible for this cooperation.

The Government of Malaysia appoints the Geological Survey of Malaysia (GSM) as the agency responsible for this cooperation.

3. As requested by the Government of Malaysia, the Ministry of Industry has entrusted the Bureau de Recherches géologiques et minières with the execution of the French contribution to the ground research project for the confirmation of the anomalies in the area of the Lebir Block in the State of Kelantan as appears in Appendix I,<sup>3</sup> identified during the airborne geological surveys carried out in 1980 for the Geological Survey of Malaysia (GSM), which were selected in the course of the detailed interpretation exercise carried out by the BRGM in 1986.

4. The project will be implemented, as per the terms provided in Appendix II of the present Agreement, and executed under the exclusive responsibility of BRGM and GSM.

5. The duration of the Project is estimated to be one year. The Project may, if both parties agree, be extended for a further period of one year. Such extension shall, however, be subject to the agreement of the Kelantan State Government to freeze the area for a further period of one year.

6. The Ministry of Industry of the Government of the French Republic will, within its budget availability, grant financial support to the Project.

<sup>1</sup> Translation supplied by the Government of France.

<sup>2</sup> Traduction fournie par le Gouvernement français.

<sup>3</sup> See insert in a pocket at the end of this volume.

7. The Government of Malaysia shall undertake to do the following:

- Ensure the exemption of French nationals of BRGM from customs duties, sales tax and excise duties, which may be imposed in Malaysia with respect to the supply of services as per Appendix II;
- Grant custom duty and other duties exemption for the import into Malaysia of equipment necessary for the Project, provided that this equipment is not re-sold in Malaysia and that it be either re-exported or donated to the Government of Malaysia;
- Accord French nationals of the BRGM whose services are required in accordance with Appendix II such facilities as may be necessary for their entry into Malaysia and stay therein for the performance of their work.

8. The Government of Malaysia will have the sole ownership of the documents and information relating to and resulting from the Project.

I should be very grateful if you would kindly let me know whether the above conditions meet with your Government's approval. If so, the present letter together with your reply will constitute an Agreement between our two Governments which will come into force at the date of your reply.

JEAN PERRIN

Enc: 2 Appendixes

[APPENDIX I]<sup>1</sup>

## APPENDIX II

APPENDIX TO THE LETTER TO BE SIGNED BETWEEN THE GOVERNMENT OF MALAYSIA  
AND THE GOVERNMENT OF THE FRENCH REPUBLIC

This document sets out the objectives, roles and obligations of the cooperation between the BRGM and the Government of Malaysia on the ground follow-up work following the re-interpretation for the air borne survey data.

*Objectives*

To study the most promising magnetic anomalies and to conduct the necessary ground follow-up work on them in order to delineate base metal or precious metal occurrences.

To conduct preliminary investigations on the occurrences and to classify them in order of priority.

The ground follow-up work will employ geophysical surveys combined with detailed geological surveys and geochemical sampling.

*Role and obligations on the part of:*A) *BRGM*

The geological, geophysical and synthesis work will be carried out by BRGM in conjunction with GSM.

BRGM will provide the technical know-how in the form of a highly qualified Project Manager and an appropriate number of experts in geophysical work. These experts will have the technical back-up of Central Service Centre of BRGM. This back-up may take several forms and may include provision of:

- Specialists to solve specific problems,
- Specialised analyses and interpretation which cannot be currently performed in Malaysia,
- Information and general documentation necessary for the execution of the project.

BRGM will pay

- a) The fares of its personnel between France and Malaysia;
- b) Their accommodation while in Malaysia except that of the Project Manager.

BRGM undertakes not to make public any data resulting from this work and not to publish any of the data without the agreement of the Government of Malaysia.

B) *Government of Malaysia*

GSM shall make available:

A counterpart to BRGM's Project Manager who will arrange to carry out:

- The necessary complementary geochemical surveys in consultation with the BRGM concerning the methods to be used and the corresponding analyses (check analyses shall be done by BRGM);
- The chemical analyses;

Counterpart geophysicists to participate in the ground control work;

The necessary offices for BRGM's personnel;

<sup>1</sup> See insert in a pocket at the end of this volume.

Accommodation for the Project Manager;

The necessary technical documents to BRGM's personnel required for the execution of the project.

GSM shall provide for domestic transportation of BRGM's personnel relating to the execution of the project.

GSM shall assist in obtaining the necessary Government authorisations for BRGM's exports for the execution of the project.

## II

Note No: AI.8/89

The Ministry of Foreign Affairs presents its compliments to the Embassy of the Republic of France and has the honour to inform that the Malaysian Government agrees with the provisions as contained in the latter's letter No. 989 SC-4 dated 8th December 1988 addressed to the Director-General, Economic Planning Unit of the Prime Minister's Department, concerning the Franco-Malaysian Agreement on Geophysical Survey in the State of Kelantan.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the Republic of France the assurances of its highest consideration.

Wisma Putra, Kuala Lumpur

8th February 1989