BỘ NGOẠI GIAO	CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM Độc lập - Tự do - Hạnh phúc
Số: 47/2014/TB-LPQT	*Hà Nội, ngày 15 tháng 7 năm 2014*

THÔNG BÁO
Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định tại Khoản 3, Điều 47 của Luật Ký kết, gia nhập và thực hiện điều ước quốc tế năm 2005, Bộ Ngoại giao trân trọng thông báo:

Bản ghi nhớ về Hợp tác nông nghiệp giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ Liên bang Ma-lay-xi-a, ký tại Hà Nội ngày 07 tháng 4 năm 2014, có hiệu lực kể từ ngày 07 tháng 4 năm 2014.

Bộ Ngoại giao trân trọng gửi bản sao bản ghi nhớ theo quy định tại Điều 68 của Luật nêu trên (kèm bản dịch tiếng Việt để tham khảo)./.

TL. BỘ TRƯỞNG
KT. VỤ TRƯỞNG
VỤ LUẬT PHÁP VÀ ĐIỀU ƯỚC QUỐC TẾ
PHÓ VỤ TRƯỞNG

Nguyễn Thị Minh Nguyệt

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM
AND
THE GOVERNMENT OF MALAYSIA
ON AGRICULTURAL CO-OPERATION

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM AND THE GOVERNMENT OF MALAYSIA (hereinafter referred to singularly as "the Party" and collectively as "the Parties").

CONSIDERING the existing common desire for friendly cooperation and enhanced relations between the Parties;

REALIZING that agricultural cooperation would lead to common benefits and economic development of the Parties;

AIMING to promote cooperation of the Parties in various fields of agriculture on the basis of equality and mutual respect;

HAVE AGREED as follows:

ARTICLE 1
OBJECTIVE AND MUTUAL UNDERSTANDING

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies in force in each country, agree to strengthen, promote and develop agricultural co-operation between two countries on the basis of equality and mutual benefit.

ARTICLE 2
DESIGNATED AUTHORITY

The designated authority responsible for the implementation of this Memorandum of Understanding on behalf of the Government of the Socialist Republic of Viet Nam will be the Ministry of Agriculture and Rural Development (MARD) and on behalf of the Government of Malaysia will be the Ministry of Agriculture and Agro-Based Industry (MOA).

ARTICLE 3
AREAS OF CO-OPERATION

The Parties shall, subject to the laws, rules, regulations and national policies in force governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote cooperation in the following areas:

(i) crops;

(ii) fisheries and aquaculture;

(iii) livestock;

(iv) food processing;

(v) agriculture trade facilitation;

(vi) capacity building such as exchange of training, study visit, research and development;

(vii) plant protection and pesticide management;

(viii) sanitary and phytosanitary; and

(ix) any other areas of co-operation in line with the objective of this Memorandum of Understanding as may be jointly determined by the Parties.

ARTICLE 4
IMPLEMENTATION

1. The Parties agree that the areas of co-operation under this Memorandum of Understanding shall be carried out in a manner to be mutually agreed upon by the Parties.

2. In addition, the Parties may enter into any supplementary arrangements for the purpose of implementing such co-operation as mutually agreed upon.

3. The Parties will endeavor to consult on mutual benefits prior to regional and international fora.

The co-operation activities and programs could be carried out as follows:

(i) exchange of delegations of experts, scientists and trainees;

(ii) exchange of crop seeds, animal and fish breeds, technical information and documents;

(iii) joint organization of technical seminars, workshops, conferences and exhibitions;

(iv) coordination, formulation and implementation of joint research projects of interest to both Parties;

(v) any other forms of mutual cooperation agreed by the two Parties in accordance with their respective laws.

ARTICLE 5

JOINT WORKING GROUP

1. The Parties will establish a Joint Working Group (JWG) on Agricultural Co-operation responsible for the formulation, implementation and supervision of co-operative projects. The JWG will establish Term of Reference (TOR) at its first meeting and it may review the terms when necessary;

2. The JWG will, subject to mutual agreement, meet annually at the request of either Party, alternately in Malaysia and Viet Nam for the preparation of work plans and review of their implementation. The JWG may hold additional meetings whenever it considers necessary by both Parties;

3. The JWG shall be co-chaired by Senior Officials of designated authorities of the Parties;

4. The JWG shall comprise of Officials from other relevant departments and agencies from both Parties as deemed appropriate;

5. The JWG shall, if necessary, for the planning and implementation of specific co-operative projects, establish Technical Working Groups (TWG); and

6. The TWG shall establish Term of Reference (TOR) at its first meetings and it may review the terms when necessary. The TWG will report to the JWG on the outcome of the meeting.

ARTICLE 6

FINANCIAL ARRANGEMENTS

1. The financial arrangements for the activities or programmes undertaken within the framework of this Memorandum of Understanding will be mutually agreed upon by the Parties on a case-by-case basis subject to the availability of funds and resources.

2. Notwithstanding the provision of paragraph 1 above, expenses for organizing the meetings shall be borne by the Party hosting the meetings. The Party, which is sending its representatives for participation in such meetings, will bear the costs of travelling and accommodation.

ARTICLE 7

PARTICIPATION OF THIRD PARTY

Either Party may invite the participation of a third party in the joint activities and/or programmes being carried out under this Memorandum of Understanding upon obtaining the consent of the other Party. In carrying out such joint activities and/or programmes, the Parties will ensure that the third party will comply with the provisions of this Memorandum of Understanding.

ARTICLE 8

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements to which both Parties are signatories;

2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party;

3. Notwithstanding the provision of paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:

(i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, will be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and

(ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, will be owned by the Party concerned

ARTICLE 9
CONFIDENTIALITY

Each Party will carry out to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding. Both Parties agree that the provisions of this Article will continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 10
REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.

2. Any revision, modification or amendment agreed to by the Parties shall be concluded into writing, form an integral part of this Memorandum of Understanding and shall enter into force on such date as determined by the Parties.

3. Any revision, modification or amendment shall not prejudice the rights and obligations arising from, or based on, this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 11

SETTLEMENT OF DISPUTES

Any disputes or difference between the Parties arising out of the interpretation and/or implementation and/or application of this Memorandum of Understanding will be settled amicably through mutual consultations and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE 12

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 will take effect immediately after notification has been given to the other Party through diplomatic channels. The Parties may address all issues pertaining to the suspension through an agreed meeting between the Parties and/or the suspension may be lifted by the Party concerned through notification to the other Party.

ARTICLE 13

ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Memorandum of Understanding will enter into force on the date of its signing;

2. This Memorandum of Understanding shall remain in force for a period of five (5) years and shall be automatically renewed for another period of five (5) years unless either Party notifies the other in writing, through diplomatic channels, of its intention to terminate this Memorandum of Understanding at least six (6) months prior to the intended date of termination; and

3. The termination of this Memorandum of Understanding shall not affect the implementation of ongoing activities or programmes which have been agreed upon by the Parties prior to the date of termination of this Memorandum of Understanding.

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

DONE at Ha Noi, on this 7th day of April in the year 2014 in two (2) original copies in English language.

FOR AND ON BEHALF OF THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM	**FOR AND ON BEHALF ON THE GOVERNMENT OF MALAYSIA**
CAO DUC PHAT **MINISTER** **OF AGRICULTURE AND RURAL DEVELOPMENT**	**DATO' SRI ISMAIL SABRI YAAKOB** **MINISTER** **OF AGRICULTURE AND AGRO-BASED INDUSTRY**