CO-OPERATION ARRANGEMENT

BETWEEN

THE GOVERNMENT
OF THE SOCIALIST REPUBLIC OF VIET NAM

AND

THE GOVENRMENT OF MALAYSIA

ON

CIVIL AVIATION

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM as represented by the Civil Aviation Authority of Viet Nam **AND THE GOVERNMENT OF MALAYSIA** as represented by the Department of Civil Aviation Malaysia (hereinafter referred to singularly as "the Participant" and collectively as "the Participants"),

MINDFUL of the importance and significant contribution of civil aviation to the socio-economic development and exchanges between Malaysia and the Socialist Republic of Viet Nam;

MINDFUL of the steady growth of air traffic between Malaysia and the Socialist Republic of Viet Nam;

DESIROUS of developing meaningful co-operation so as to promote the safe, efficient and sustainable development of civil aviation in Malaysia and the Socialist Republic of Viet Nam;

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

PARAGRAPH 1 - OBJECTIVE

The Participants, subject to the term of this Co-operation Arrangement and the laws, rules, regulations and national policies from time to time in force in

each country, jointly decide to strengthen, promote and develop co-operation between the two countries in the field of civil aviation on the basis of equality and mutual benefit.

PARAGRAPH II - SCOPE OF CO-OPERATION

Each Participant will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in each country, endeavour to take necessary steps to encourage and promote co-operation in the field of civil aviation, in particular on safety, accident investigations, security, environment and any other topics of common interest relating to civil aviation matters in the following areas:

a) exchange of information on matters relating to civil aviation;

b) participation in international events and meetings;

c) organisation of training activities;

d) organisation of joint initiatives; and

e) any other areas of co-operation in accordance with the objective of the Co-operation Arrangement as set out in Paragraph I, to be mutually agreed upon by the Participants in writing.

PARAGRAPH III - IMPLEMENTATION

The designated points of contact responsible for the implementation of this Co-operation Arrangement are as follows:

i) on behalf of the Government of Malaysia

Director General

Department of Civil Aviation Malaysia

No.27, Persiaran Perdana,

Aras 3, Blok Podium B, Lot 4G4, Presint 4,

Pusat Pentadbiran Kerajaan Persekutuan,

62618 Putrajaya, Malaysia.

Tel: +603-8871 4218

Fax: +603-8889 5691

ii) on behalf of the Government of the Socialist Republic of Viet Nam

Director General

Civil Aviation Authority of Viet Nam

No. 119 Nguyen Son Street, Long Bien District

Ha Noi, Viet Nam

Tel: +844 38272241

Fax: +844 38271933

a) The points of contact will establish and maintain contact through:

i) exchange of letters and documents;

ii) meetings and visits; and

iii) consultation and coordination, when necessary.

b) Senior representatives of each Participant may be invited to attend, in an observer capacity, meetings and events of the other Participant on a reciprocal basis.

c) Consultations and co-ordination meetings may be organised prior to International Civil Aviation Organisation (ICAO) Assemblies and/or major international civil aviation events/meetings when both Participants consider such consultations and co-ordination meetings are likely to be useful and of interest to both Participants.

PARAGRAPH IV - FINANCIAL ARRANGEMENTS

The financial arrangements to cover expenses for the co-operative activities undertaken within the framework of this Co-operation Arrangement will be jointly decided by the Participants on a case-by-case basis subject to the availability of funds and resources.

PARAGRAPH V - REVIEW OF IMPLEMENTATION

The Participants will meet, when necessary, to review the progress of the co-operative activities jointly carried out. Such meetings will be held either in Malaysia or in the Socialist Republic of Viet Nam on a rotation basis, or in another decided location as mutually agreed by the Participants.

PARAGRAPH VI - PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

a) The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Participants and with other international agreements to which both Participants are party to.

b) The use of name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without prior written approval of either Participant.

c) Notwithstanding anything in paragraph (a) above, the intellectual property rights in respect of any technological development, products and services development, carried out-

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

ii) solely and separately by the Participant or the research results obtained through the sole and separate effort of the Participant, shall be solely owned by the Participant concerned.

PARAGRAPH VII - CONFIDENTIALITY

a) Each Participant undertakes to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Participant during the period of the implementation of this Co-operation Arrangement or any other arrangements made pursuant to this Co-operation Arrangement.

b) Both Participants agree that the provisions of this Paragraph shall continue to be binding between the Participants notwithstanding the termination or expiration of this Co-operation Arrangement.

PARAGRAPH VIII- SUSPENSION

Each Participant 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 Co-operation Arrangement which suspension shall take effect immediately after notification has been given to the other Participant through diplomatic channels.

PARAGRAPH IX - SETTLEMENT OF DISPUTES

Any difference or dispute between the Participants concerning the interpretation and/or implementation and/or application of any of the provisions of this Co-operation Arrangement shall be settled amicably through mutual consultation and/or negotiations between the Participants through diplomatic channel without reference to any third-party or international tribunal.

PARAGRAPH X - EFFECT OF CO-OPERATION ARRANGEMENT

Except as provided in the paragraphs on Protection of Intellectual Property

Rights, Settlement of Disputes, Confidentiality and Suspension, this Co-operation Arrangement serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, expressed or implied.

PARAGRAPH XI - REVISION, MODIFICATION AND AMENDMENT

a) Either Participant may request in writing a revision, modification or amendment of all or any part of this Co-operation Arrangement.

b) Any revision, modification or amendment mutually agreed to by the Participants will be made in writing and will form part of this Co-operation Arrangement.

c) Such revision, modification or amendment will come into effect on such date as may be determined by the Participants.

d) Any revision, modification or amendment will not prejudice the

rights and obligations arising from or based on this Co-operation Arrangement before or up to the date of such revision, modification or amendment.

PARAGRAPH XII - ENTRY INTO EFFECT, DURATION AND TERMINATION

a) This Co-operation Arrangement will come into effect on the date of signing and will continue to have effect for a period of three (3) years.

b) Thereafter, this Co-operation Arrangement may be extended upon mutual agreement of the Participants.

c) Notwithstanding anything in this Paragraph, either Participant may terminate this Co-operation Arrangement by notifying the other Participant of its intention to terminate this Co-operation Arrangement by a notice in writing, at least sixty (60) days prior to its intention to do so.

d) The termination of this Co-operation Arrangement will not affect the implementation of on-going projects and/or programmes,

which have been agreed upon before the date of the termination of this Co-operation Arrangement.

The Cooperation Arrangement represents the understandings reached between the Government of Malaysia and the Government of the Socialist Republic of Viet Nam upon the matters referred to therein.

Signed at Kuala Lumpur on this 6.... day of November in the year .2015, in two (2) original texts in the English language.

FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM	**FOR THE GOVERNMENT OF MALAYSIA**
LAI XUAN THANH **Director General** **Civil Aviation Authority of Viet Nam**	**DATO' SRI AZHARUDDIN ABDUL RAHMAN** **Director General** **Department of Civil Aviation of Malaysia**