

Memorandum of Understanding

By and between
Malaysian Investment Development Authority
And
Kyushu Economy International, Japan
On
Mutual Economic Exchanges

This Memorandum of Understanding (hereinafter referred to as "MOU") is made on the date written below, by and between Kyushu Economy International, Japan (hereinafter referred to as "KEI") and the Malaysian Investment Development Authority, a body corporate established under the Malaysian Investment Development Authority (Incorporation) Act 1965 (hereinafter referred to as "MIDA") with the aims of cooperating in the promotion of economic exchanges between the two Parties, while deepening mutual understanding and friendships and thus contributing to the development of both Kyushu, Japan and Malaysia.

KEI and MIDA are hereinafter collectively referred to as "Parties" and individually referred to as the "Party".

1. For the purpose of this MOU, MIDA and KEI will endeavor to take necessary steps to encourage and promote co-operation to achieve the following objectives :-
 - 1) To facilitate economic exchanges through business mission, business meetings, seminars, workshops, trade shows and other promotion in Malaysia and Kyushu;
 - 2) To promote business ties between companies in Malaysia and Kyushu in Research & Development, manufacturing, sales and services.
 - 3) To mutually assist companies in Malaysia and Kyushu to establish a base in each other's region by providing necessary information regarding business support services, referrals for such support and coordinating other assistance which may be required;
 - 4) To assist companies from Malaysia and Kyushu which have bases in the other parties' region to develop and expand their business, and
 - 5) To mutually undertake, promote, and/or assist in programme or project which MIDA and KEI may agree upon.
2. The Parties nominate the following division or department as their respective communication contacts, and the Parties will consult and coordinate with each other through such contacts each time either Party wishes to carry out a specific exchange project:
 - For Kyushu Economy International, Japan: The Secretariat (International Affairs Division,
Kyushu Economic Federation)
 - For Malaysian Investment Development Authority: Director
Foreign Investment Coordination Division
3. The cooperation under this MOU commences from the date written below and shall be for a duration of three (3) years from the date hereof, and upon expiry of the duration, this MOU may be extended for a further period(s) to be mutually agreed upon by the Parties. Either party may also terminate this MOU by providing the other Party three (3) months' advance written notice, to that effect.

Save as otherwise provided herein, the termination or expiration of this MOU shall not be the basis for any claim by either of the Parties against the other.
4. This MOU serves only as a record of the Parties' intentions and does not constitute or create obligations under the 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.
5. This MOU is being entered on a non-exclusive basis and does not preclude the Parties from entering into similar memorandum of understanding or arrangement with other parties.
6. This MOU will not give rise to any financial obligation by one Party to the other Party. Each Party will bear its own cost and expenses in relation to this MOU and stamp duty payable in respect of this MOU shall be paid by MIDA. Notwithstanding this, expenses for organizing programmes or projects under Clause 1(5) will be borne by the Party hosting such programmes or projects. The Party which is sending its representatives for participation in the programmes or projects will bear their own travel, living and other related expenses.

7. Each Party undertakes to observe the confidentiality of information which has been identified by the other Party in writing as confidential or which would be understood to be confidential by a reasonable person in the circumstances ("Confidential Information") during the period of the implementation of this MOU or any other arrangements made pursuant to this MOU.

The confidentiality obligations herein shall not apply, however, to any part of the Confidential Information which:-

- (a) prior to the date hereof, is in the public domain;
- (b) is explicitly approved for release by written authorisation of the Parties;
- (c) was known to the Parties at the time of disclosure as shown by written records in existence at the time of disclosure; or
- (d) is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority to be disclosed.

The provisions of this Clause will continue to be binding between the Parties notwithstanding the termination of this MOU.

8. Either Party may request in writing a revision, modification or amendment of all or any part of this MOU. Any revision, modification or amendment agreed to by the Parties will be reduced into writing and shall form part of this MOU.
9. The Parties recognise that it is impracticable to make provisions for every contingency which may arise in the course of performance of the provisions hereof and accordingly declare their intention that this MOU shall operate between them with fairness and without detriment to the interest of any Party.
10. No Party shall be at liberty to assign any rights or obligations under this MOU without the prior written consent of the other Party.
11. The invalidity, illegality or unenforceability of any provision herein shall not affect the validity, legality or enforceability of any other provision of this MOU.

This Memorandum has been executed in two copies in English, each of which shall be an original and one copy is to be retained by each Party,

Osaka JAPAN, 25th November 2015

Malaysian Investment Development Authority

Kyushu Economy International, Japan

Signed by  _____

Signed by  _____

Dato' Azman Mahmud, Chief Executive Officer

Yutaka Aso, Chairman