

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF UNITED KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND**

**AND**

**THE GOVERNMENT OF MALAYSIA**

**ON**

**CO-OPERATION IN CLIMATE ACTIONS (SUSTAINABLE GROWTH)**

**THE GOVERNMENT OF UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND** as represented by the Foreign, Commonwealth and Development Office and the Department for Business, Energy and Industrial Strategy and **THE GOVERNMENT OF MALAYSIA** as represented by the Ministry of Environment and Water of Malaysia and (hereinafter referred to singularly as “the Participant” and collectively as “the Participants”);

**RECOGNISING** the existing friendly relations between the two countries;

**DESIRING** to strengthen and further develop co-operation between the two countries in climate actions; and

**CONVINCED** of the necessity of a lasting and effective co-operation in the interest of both countries,

**HAVE REACHED THE FOLLOWING UNDERSTANDINGS:**

## **PARAGRAPH 1**

### **OBJECTIVE**

The Participants, subject to the provisions of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in their respective countries, will endeavour to strengthen, promote and develop co-operation in climate actions in accordance with their respective commitments for the reduction of greenhouse gas emissions on the basis of reciprocity and mutual benefit.

## **PARAGRAPH 2**

### **AREAS 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 their respective countries, endeavour to take necessary steps to encourage and promote technical co-operation in the following areas:

- a) collaboration in climate change, environment, biodiversity, forestry and agriculture, and sustainable development;
- b) sharing knowledge for the development of policies that aim to reduce greenhouse gas emissions while fostering low carbon development;
- c) promoting scientific and technical collaboration in the development of research, studies and analysis on areas of mutual interest;
- d) promoting private sector involvement to enhance and accelerate transition to a sustainable and low carbon development path;
- e) promoting outreach activities to showcase the Participants' collaboration under this Memorandum of Understanding; and
- f) other matters of mutual interest to be agreed upon.

**PARAGRAPH 3**  
**FORMS OF CO-OPERATION**

The Participants mutually decide that the forms of co-operation under this Memorandum of Understanding, will be carried out through the following forms:

- a) collaboration and co-operation in the climate change, mitigation and adaptation related area, including but not limited to clean energy, low carbon planning, industrial processes and product use (IPPU), waste, agriculture, forestry and land use, and biodiversity;
- b) collaboration and co-operation in Green/Sustainable Finance to support Malaysia's transition to low carbon economy;
- c) collaboration and co-operation in the area of capacity building, Communication, Education and Public Awareness (CEPA) and technology related to climate change; and
- d) other forms of co-operation to be agreed upon from time to time.

**PARAGRAPH 4**  
**FINANCIAL ARRANGEMENTS**

The financial arrangements to cover expenses for the co-operation activities undertaken within the framework of this Memorandum of Understanding will be mutually decided upon by the respective Participants on a case-by-case basis and could include, subject to availability, the UK's international climate finance through bilateral and multilateral channels.

**PARAGRAPH 5**

**USE OF NAME, LOGO AND EMBLEMS**

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

**PARAGRAPH 6**

**OTHER RIGHTS AND INTERESTS**

Notwithstanding anything contained in this Memorandum of Understanding, where the implementation of co-operation under this Memorandum of Understanding affects either Participant's rights and interests with respect to its national security, national and public interest or public order, and confidentiality and secrecy of documents, information and data, that Participant may take appropriate steps or consult with the other Participant to ensure that its rights and interests are protected and safeguarded.

**PARAGRAPH 7**

**EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the Participants' intentions and does not constitute or create obligations under international or domestic 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, express or implied.

**PARAGRAPH 8**

**CONSULTATION**

The Participants will consult, at times mutually decided upon by the Participants, through their representatives, concerning the interpretation or application of this Memorandum of Understanding either generally or in relation to a particular matter.

**PARAGRAPH 9**  
**REVISION, MODIFICATION AND AMENDMENT**

1. Either Participant 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 Participants will be reduced into writing and will form part of this Memorandum of Understanding.
3. Such revision, modification or amendment will enter into effect on such date as may be determined by the Participants.
4. Any revision, modification or amendment will not prejudice the benefits and commitments arising from, or based on, this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

**PARAGRAPH 10**  
**ENTRY INTO EFFECT, DURATION AND TERMINATION**

1. This Memorandum of Understanding will enter into effect on the date of signing and will remain in effect for a period of five years.
2. Thereafter, this Memorandum of Understanding may be extended for a further period of five (5) years based on mutual agreement in writing by the Participants.
3. Notwithstanding anything in this Memorandum of Understanding, either Participant may terminate this Memorandum of Understanding by notifying the other Participant of its intention to terminate through written notice delivered through diplomatic channels, at least three months prior to the intended date of termination.
4. The termination of this Memorandum of Understanding will not prevent the completion of the co-operation activities that might have been formalized prior to the date of the termination of this Memorandum of Understanding, unless otherwise agreed between the Participants.

The foregoing represents the understanding reached between the Government of Malaysia and the Government of the United Kingdom of Great Britain and Northern Ireland upon the matters referred to therein.

Signed in duplicate at ..... on ..... in the year ..... in 2 original copies, one each in the English and Malay languages, all texts having equal validity. In the event of any divergence in interpretation between any of the texts, the English text shall prevail.

**FOR THE  
GOVERNMENT OF THE UNITED  
KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND**

**FOR THE  
GOVERNMENT OF MALAYSIA**

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**THE RT HON LORD ZAC GOLDSMITH  
Minister for the Pacific and the  
International Environment**

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**DATO' SRI TUAN IBHARIM BIN TUAN  
MAN  
Minister of Environment and Water**