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**Canada
and
Malaysia**

General Agreement on development cooperation between the Government of Canada and the Government of Malaysia (with annexes). Kuala Lumpur, 16 May 1986

Entry into force: *16 May 1986 by signature, in accordance with article XV*

Authentic texts: *English and French*

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**Canada
et
Malaisie**

Accord général sur la coopération au développement entre le Gouvernement du Canada et le Gouvernement de la Malaisie (avec annexes). Kuala Lumpur, 16 mai 1986

Entrée en vigueur : *16 mai 1986 par signature, conformément à l'article XV*

Textes authentiques : *anglais et français*

Enregistrement auprès du Secrétariat des Nations Unies : *Canada, 13 avril 2015*

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[ENGLISH TEXT - TEXTE ANGLAIS]

GENERAL AGREEMENT ON
DEVELOPMENT CO-OPERATION
BETWEEN
THE GOVERNMENT OF CANADA AND
THE GOVERNMENT OF MALAYSIA

The Government of CANADA and the Government of MALAYSIA,

Wishing to strengthen the existing cordial relations between the two countries and their peoples, and

Desiring to foster development co-operation between the two countries in conformity with the objectives of economic and social development of the Government of MALAYSIA,

Have agreed as follows:

ARTICLE 1

The Government of CANADA and the Government of MALAYSIA shall under this Agreement promote a programme of development co-operation, between their two countries, consisting of the following components:

- (a) the sending of appraisal and evaluation missions to MALAYSIA to study and analyse development projects;
- (b) the granting of fellowships to Malaysian nationals for studies and professional training in CANADA, MALAYSIA or a third country;
- (c) the assignment of Canadian experts, advisers and other specialists to MALAYSIA;
- (d) the provision of equipment, materials, goods and services required for the successful execution of development projects in MALAYSIA;
- (e) the development and carrying out of studies and projects designed to contribute to the attainment of the objectives of this Agreement;
- (f) the encouragement and promotion of relations between firms, institutions and persons of the two countries; and
- (g) any other form of assistance which may be mutually agreed upon.

ARTICLE II

1. In support of the objectives of this Agreement, the Government of CANADA and the Government of MALAYSIA may conclude subsidiary arrangements or loan agreements in respect of specific projects involving one or several components of the programme described in Article I.
2. Unless stated otherwise, subsidiary arrangements concerning contributions of the Government of CANADA shall be considered as administrative arrangements.
3. Loan agreements shall be the subject of formal agreements between the parties to this Agreement and shall bind them under international law.
4. Subsidiary arrangements shall make specific reference to this Agreement and the terms of this Agreement shall, unless stated otherwise, apply to such subsidiary arrangements.

ARTICLE III

Unless otherwise indicated, the Government of CANADA shall assume the responsibilities described in Annex "A" and the Government of MALAYSIA shall assume the responsibilities described in Annex "B" in respect of any specific project established under a subsidiary arrangement. Annexes "A" and "B" shall be integral parts of this Agreement.

ARTICLE IV

For the purposes of this Agreement:

- (a) "Canadian firm" means Canadian or other non-Malaysian firms or institutions engaged in any project established under a subsidiary arrangement;
- (b) "Canadian personnel" means Canadians or non-Malaysian or other non-permanent residents of MALAYSIA, who are working in MALAYSIA on any project established under a subsidiary arrangement; and
- (c) "dependant" means
 - (i) the spouse of a member of the Canadian personnel;
 - (ii) a child of the member of the Canadian personnel or his/her spouse who is under eighteen years of age and dependent on the member of the Canadian personnel or his/her spouse for support.

ARTICLE V

The Government of MALAYSIA shall indemnify and save harmless the Government of CANADA, Canadian firms and Canadian personnel from civil liability for acts or omissions occurring in the course of the performance of their duties in the execution of any specific project established under subsidiary arrangements except for acts arising from gross negligence or wilful misconduct of Canadian firms or Canadian personnel.

ARTICLE VI

The Government of MALAYSIA shall exempt Canadian firms and Canadian personnel from Malaysian income tax on their official emoluments in respect of their period of assignment in MALAYSIA. In addition, the Government of MALAYSIA shall exempt Canadian firms and Canadian personnel from any obligation to submit written declaration in relation to these exemptions.

ARTICLE VII

The Government of MALAYSIA shall exempt Canadian firms and Canadian personnel from or bear the costs of customs and excise duties, sales tax, charges, levies and fees, on all equipment, products, materials and any other goods imported into MALAYSIA for or related to the execution of projects established under subsidiary arrangements.

ARTICLE VIII

The Government of MALAYSIA shall exempt Canadian personnel from the payment of customs duty, excise duty and sales tax in respect of bona fide personal effects and essential basic household equipment brought into or purchased in MALAYSIA for their own use or the use of their dependants provided that such personal effects and equipment are imported into MALAYSIA or purchased locally within a period of six (6) months from the date of their arrival in MALAYSIA. Canadian personnel may purchase duty free locally manufactured/assembled items provided that such purchases shall be made from the manufacturers and delivery shall be made from bonded warehouses. In the event of fire and theft, the exemptions under this Article may be re-exercised at any time during the assignment of the Canadian personnel.

The exemptions in this Article are given subject to the following conditions:

- (a) each Canadian personnel is confined to only one unit or set or a reasonable number of any bona fide personal effects and household equipment to be imported or purchased locally;
- (b) the personal effects and household equipment, if imported, shall be from their country of origin or the country of their last posting or acquired from any other country while in transit to MALAYSIA;
- (c) the personal effects and household equipment cannot be sold or otherwise disposed of within a period of three (3) months from the date of importation or six (6) months from the date of local purchase.
- (d) the personal effects and household equipment are permitted to be re-exported or disposed of to persons enjoying similar exemptions;
- (e) the aforesaid exemptions are given only once irrespective of whether the Canadian personnel's assignment in MALAYSIA is extended beyond the original period of their assignment.

ARTICLE IX

The Government of MALAYSIA shall exempt Canadian personnel from the payment of customs duty, excise duty and sales tax in respect of one motor vehicle imported into MALAYSIA or purchased locally provided that:

- (a) such imported motor vehicle has been used by the Canadian personnel in their country of origin or the country of their last posting, or such motor vehicle is purchased locally within the period of six (6) months from the date of their arrival in MALAYSIA; and
- (b) if the motor vehicle is sold or otherwise disposed of it shall be subject to the normal duties and other charges at the rate in force on the date the exemption was given and on the value at the time of disposal.

In the event of fire, theft, damage and destruction the exemptions under this Article may be re-exercised at any time during the assignment of the Canadian personnel.

ARTICLE X

The Government of MALAYSIA shall grant Canadian firms and Canadian personnel freedom from currency exchange restrictions in respect of the re-exportation of their salaries or remunerations transferred from abroad through authorized banking institutions in MALAYSIA.