

**PROGRAMME ON COOPERATION
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF MALAYSIA
IN THE FIELDS OF CULTURE, ARTS AND HERITAGE**

THE GOVERNMENT OF THE REPUBLIC OF INDIA and THE GOVERNMENT OF MALAYSIA (hereinafter referred to singularly as "the Participant" and collectively as "the Participants"),

RECALLING the implementation of the Cultural Agreement between the Government of the Republic of India and the Government of Malaysia, signed in New Delhi on 30 March 1978;

DESIRING to develop and enhance bilateral relations between the two countries through co-operation in the field of culture, arts and heritage;

RECOGNISING the importance of culture, arts and heritage in the enhancement of knowledge and understanding between the people of both countries;

BELIEVING that the co-operation in culture, arts and heritage would mutually benefit both countries,

HAVE REACHED THE FOLLOWING UNDERSTANDING:

PARAGRAPH 1
OBJECTIVE

The Participants, subject to the provisions of this Programme of Cooperation 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 culture, arts and heritage on the basis of reciprocity and mutual benefits.

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 co-operation in the following areas:

- (a) promotion of close co-operative relations between arts, heritage and cultural institutions of the two countries;
- (b) enhancement of cooperation in the fields of literature, performing arts, visual arts and other related cultural activities;
- (c) exchange of archaeological materials of the two countries;
- (d) exchange of materials such as publications and other forms of audio visuals introducing the culture of the two countries;
- (e) collaboration in research and development through the exchange of experience, publications, research studies and other information pertaining to culture;
- (f) education and training in cultural arts and archaeology including exchange of experts and training of personnel;
- (g) organising meetings and visits of officials, experts and technical personnel through the exchange of programmes between both countries;
- (h) publicising and promoting cultural exhibitions and performances in both countries; and
- (i) any other areas of co-operation in the field of culture, arts and heritage to be jointly decided upon by the Participants.

PARAGRAPH 3 **DESIGNATED AUTHORITY**

The designated authority responsible for the implementation of this Programme of Cooperation on behalf of the Government of Malaysia will be the Ministry of Tourism, Arts and Culture Malaysia and on behalf of the Government of the Republic of India will be the Ministry of Culture India.

PARAGRAPH 4 **IMPLEMENTATION**

The Participants jointly decide that the specific cooperation programmes and/or activities set out in Paragraph 2 will be implemented on terms and conditions to be jointly decided by the Participants. Such specific cooperation programmes and/or activities will be decided by the Participants through consultations and are to be developed and finalised by mutual decision between the Participants.

PARAGRAPH 5
FINANCIAL ARRANGEMENT

1. The financial arrangements to cover expenses for the co-operative programmes and/or activities undertaken within the framework of this Programme of Cooperation will be mutually agreed by the respective Participant on a case-by-case basis subject to the availability of funds and personnel resources.
2. Notwithstanding anything in subparagraph 1 above, expenses for organizing the meetings will be borne by the Participant hosting the meetings. The Participant which is sending its representatives for participation in the meetings, if any, will bear their own costs of travelling and accommodation.

PARAGRAPH 6
PARTICIPATION OF THIRD PARTY

Either Participant may invite the participation of a third party in the joint programmes and/or activities being carried out under this Programme of Cooperation upon the agreement of the other Participant. In carrying out such joint programmes and/or activities, the Participants will ensure that the third party complies with the provisions of this Programme of Cooperation.

PARAGRAPH 7
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. 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 a party to.
2. The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval of either Participant.
3. Notwithstanding anything in Paragraph 7 (1) above, the intellectual property rights in respect of any technological development, products and services development, carried out:
 - (a) jointly by the Participants or research results obtained through the joint activity effort by the Participants, shall be jointly owned by the Participants in accordance with the terms to be mutually agreed upon; and
 - (b) solely and separately by the Participants or the research results obtained through the sole and separate effort by the Participant, shall be solely owned by the Participant concerned.

PARAGRAPH 8
CONFIDENTIALITY

1. Each Participant shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied by the other Participant during the period of the implementation of this Programme or any other agreements made pursuant to this Programme of Cooperation.
2. Both Participants agree that the provisions of this Paragraph shall continue to be binding between the Participants notwithstanding the termination of this Programme of Cooperation.

PARAGRAPH 9
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 **Programme of Cooperation**. Such suspension shall take effect immediately after a written notification has been given to the other Participant through diplomatic channels.

PARAGRAPH 10
REVISION, MODIFICATION AND AMENDMENT

1. Either Participant may request in writing a revision, modification or amendment of all or any part of this Programme of Cooperation.
2. Any revision, modification or amendment agreed to by the Participants shall be reduced into writing and shall form part of this Programme of Cooperation.
3. Such revision, modification or amendment shall come into force on such date as may be determined by the Participants.
4. Any revision, modification or amendment shall not prejudice the benefits and commitments arising from or based on this Programme of Cooperation before or up to the date of such revision, modification or amendment.

PARAGRAPH 11
SETTLEMENT OF DISPUTES

Any differences or disputes between the Participants concerning the interpretation, implementation or application of any of the provisions of this Programme of Cooperation shall be settled amicably through the mutual consultation and/or negotiations between the Participants through diplomatic channels, without reference to any third party or international tribunal.

PARAGRAPH 12
EFFECT OF PROGRAMME ON COOPERATION

Unless otherwise provided, this Programme of Cooperation 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, express or implied.

PARAGRAPH 13
RELATIONSHIP TO OTHER AGREEMENTS

This Programme of Cooperation or any actions taken thereto will not affect the rights and obligations of the Parties under any existing agreements or arrangements to which the Parties are also parties. Any inconsistency between this Programme of Cooperation and any such agreements or arrangements will be settled amicably through mutual consultations.

PARAGRAPH 14
ENTRY INTO EFFECT, DURATION AND TERMINATION

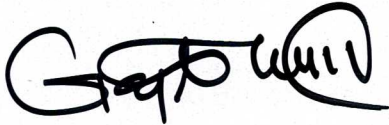
1. This Programme of Cooperation will come into effect on the date of signing and will remain in effect for a period of five (5) years.
2. Thereafter, it will be automatically extended for a further period of five (5) years.
3. Notwithstanding anything in this Paragraph, either Participant may terminate this Programme by notifying the other Participant of its intention to do so by a notice in writing through diplomatic channels, at least three (3) months prior to its intention to do so.
4. The termination of this Programme of Cooperation will not prevent the completion of the co-operation activities that might have been formalized prior to the date of the termination of this Programme of Cooperation unless otherwise concluded.

IN WITNESS WHEREOF the undersigned being duly authorized by their respective Governments, have signed this Programme of Cooperation.

The foregoing record represents the understandings reached between the Government of the Republic of India and the Government of Malaysia upon the matters referred to therein.

SIGNED at New Delhi on the 20th day of August in the year 2024 in four (4) original copies two (2) each in the English and Hindi languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.


FOR THE GOVERNMENT OF THE
REPUBLIC OF INDIA



SHRI GAJENDRA SINGH
SHEKHAWAT

MINISTER OF CULTURE

FOR THE GOVERNMENT OF
MALAYSIA



DATO SRI TIONG KING SING

MINISTER OF TOURISM, ARTS
AND CULTURE