

**CULTURAL EXCHANGE PROGRAMME AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF INDIA**

**AND**

**THE GOVERNMENT OF MALAYSIA**

**FOR THE PERIOD 2015 – 2020**

**THE GOVERNMENT OF THE REPUBLIC OF INDIA** as represented by the Ministry of Culture, India **AND THE GOVERNMENT OF MALAYSIA** as represented by the Ministry of Tourism and Culture Malaysia (hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

DESIRING TO STRENGTHEN the friendship existing between the two countries and further developing their cultural exchanges and cooperation, based on the law and regulations of each country and on the basis 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 have agreed upon through mutual consultations, the following programme for cultural exchanges for the period 2015 - 2020.

**ARTICLE I**

**ACTIVITIES**

1. Each Party shall, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, take necessary steps to encourage and promote cultural co-operation through the following activities:

- (a) exchange seven (7) day visits of a six (6) member official cultural delegation at Ministerial level for the purpose of strengthening the existing cultural co-operation between the two countries for mutual benefits;
- (b) exchange seven (7) day visits of a five (5) member official cultural delegation at Secretary General/Director General/Secretary/Joint Secretary level for the purpose of enhancing the development of culture and arts programmes between the two countries;
- (c) exchange visits of not more than a thirty (30) member performing arts troupe for which specific projects may be decided through separate negotiations;
- (d) exchange visits of a delegation including experts relating to visual, performing arts, theatre and writers on reciprocal basis;
- (e) exchange visits of a delegation for the purpose of organizing art exhibitions for which specific projects may be decided through separate negotiations;
- (f) encourage their cultural and artistic institutions to invite cultural and artistic groups of the other country to participate in the international cultural and artistic activities held in their countries;
- (g) encourage co-operation in exchanging visits between archaeological institutions, museums and archives establishments of the two countries;
- (h) endeavour to facilitate the exchange of Museums, Archaeologists, Conservators, Archives and Libraries personnel for training in order to exchange information and experience from each other;

- (i) encourage scholars and experts of one country to participate in international academic conferences held in the other country;
- (j) collaborate in joint publication projects and exchange publications relating to heritage, librarianship, archaeology, museology, archives and history of arts;
- (k) exchange copies of archival and library materials that are released for the public of both countries;
- (l) collaborate in joint exhibition projects relating to heritage, museology (collection management), archives and libraries;
- (m) support co-operation in the field of protection, conservation and promotion of built cultural heritage of both countries, including the exchange of experts in the fields of protection and conservation of ancient monuments, heritage management and preservation and digitization of library materials;
- (n) exchange rare publications which are not otherwise available in the open market to enrich the libraries of both the countries; and
- (o) any other activities in the field of cultural co-operation to be mutually agreed upon by the Parties.

2. The Government of India shall provide training facilities to officials of Government of Malaysia in the field of Archives Studies and Libraries Science. Modalities shall be settled through mutual consultations.

**ARTICLE II**  
**FINANCIAL ARRANGEMENTS**

1. The financial arrangements to cover expenses for the co-operative activities, programmes or projects undertaken within the framework of this Agreement shall be mutually agreed upon by the respective Parties on a case-by-case basis subject to the availability of funds.
  
2. Notwithstanding anything in paragraph 1 above, both Parties have agreed through mutual consultation, the following financial arrangements:

**(a) TRAVELLING**

- (i) The Sending Country shall bear all international travel expenses of persons and groups travelling to and from the Receiving Country; and
  
- (ii) The Receiving Country shall bear all food, lodging and local transportation and inter-city expenses of persons and groups from the Sending Country.

**(b) MEDICAL EXPENSES**

The Receiving Country shall bear the expenses for urgent medical treatment if required by any person participating in activities, programmes or projects pursuant to this Agreement from the Sending Country.

**(c) EXHIBITION**

- (i) The Sending Country shall cover all international transportation costs of its exhibits to and from the Receiving Country;

(ii) The Receiving Country shall bear the local transportation costs of the exhibits;

(iii) The Receiving Country shall bear the costs of printing of invitation cards, while the printing costs of publicity materials such as posters and catalogues are to be negotiated by both parties; and

(iv) The Sending Country shall bear the costs of insurance coverage for their exhibits throughout the entire period of the exhibition. If the Sending Country suffers any loss or damage, the Receiving Country shall be obliged to facilitate the compilation of all the necessary documents relating to the loss and damages, to enable the Sending Country to claim compensation from the insurance company. The costs concerning the acquisition of the said documents are to be covered by the Receiving Country.

### ARTICLE III

#### VISITS

The duration of visits by persons and groups for the purpose of seminars, conferences and exhibitions under this Agreement shall not exceed one (1) month. The duration of visits by persons or groups for purpose other than seminars, conferences and exhibitions, it shall be mutually agreed upon by the Parties.

### ARTICLE IV

#### PARTICIPATION OF THIRD PARTY

Either Party may invite the participation of a third party in the joint activities, programmes or projects being carried out under this Agreement upon the agreement of the other Party. In carrying out such joint activities, programmes

or projects, the Parties shall ensure that the third party shall comply with the provisions of this Agreement.

## ARTICLE V

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

## ARTICLE VI

### CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this Agreement.

2. Both Parties agree that the provisions of this Article shall survive the expiry or the termination of this Agreement.

**ARTICLE VII**  
**SUSPENSION**

Each Party 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 Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channel.

**ARTICLE VIII**  
**REVISION, MODIFICATION AND AMENDMENT**

1. Either Party may request in writing a revision, modification or amendment of or in any part of this Agreement.
2. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Agreement before or up to the date of such revision, modification or amendment.
3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
4. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Agreement.

**ARTICLE IX**  
**SETTLEMENT OF DISPUTES**

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

**ARTICLE X**  
**ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Agreement shall enter into force on the date of signing and shall remain in force for the period of 2015-2020.
2. Notwithstanding anything in this Article, either Party may terminate this Agreement by notifying the other Party of its intention to terminate the Agreement by a notice in writing through diplomatic channels, at least three (3) months prior to its intention to do so.
3. The termination of this Agreement shall not affect the implementation of on-going activities, programmes or projects which have been agreed upon prior to the date of termination of this Agreement.



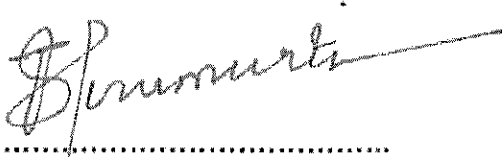
**IN WITNESS WHEREOF** the undersigned being duly authorised by their respective Governments, have signed this Agreement.

**DONE** at **Putrajaya** on this **23** day of **November** in the year **2015** in four (4) original texts, two (2) each in Hindi and English languages, all texts being equally authentic.

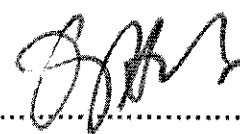
In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

**FOR AND ON BEHALF OF  
THE GOVERNMENT OF  
THE REPUBLIC OF INDIA**

**FOR AND ON BEHALF OF  
THE GOVERNMENT OF  
MALAYSIA**



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**T. S. TIRUMURTI**  
High Commissioner of India



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**TAN SRI DR. ONG HONG PENG**  
Secretary General  
Ministry of Tourism and Culture  
Malaysia