

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM
AND
THE GOVERNMENT OF MALAYSIA
ON THE CO-OPERATION IN PREVENTING AND COMBATING
TRANSNATIONAL CRIMES**

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM, AND THE GOVERNMENT OF MALAYSIA (hereinafter referred to singularly as “the Party” and collectively as “the Parties”),

ASPIRING to strengthen friendly and co-operative relations between the Parties and to contribute to the maintenance of peace, stability, co-operation and development in the region and in the world;

RECOGNISING the significance of the co-operation between Parties in effectively preventing and combating transnational crimes affecting the two countries;

RESPECTING the principles for the independence, sovereignty and non-interference in the internal affairs of each other, equality, mutual understanding and benefits in accordance the international obligations of the Parties under international treaties, which is applicable to the Parties and the national laws of each country,

HAVE AGREED as follows:

**ARTICLE 1
OBJECTIVE**

The Parties, subject to the terms of this Agreement and the laws, rules, regulations and national policies from time to time in force in each country, agree to strengthen, promote and enhance co-operation in preventing and combating transnational crimes between the two countries on the basis of equality and mutual benefit.

**ARTICLE 2
AREAS OF CO-OPERATION**

Each Party shall, subject to the terms of this Agreement and 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 cooperation in preventing and combating the following criminal activities:

- a. Illicit production, storage, transport, trafficking narcotics, drugs, psychotropic substances, precursors and equipment used to produce narcotic drugs psychotropic substances and precursors;
- b. Illicit manufacture, storage, transport, traffic in and use of arms, ammunition, explosives and inflammable materials;
- c. Illicit manufacture, storage, transport, traffic in and use of toxic radioactive substances and nuclear materials;
- d. Trafficking in persons;
- e. Illegal migration and smuggling of migrant;
- f. Terrorism;
- g. Commercial and economic crimes;
- h. Money laundering and terrorism financing;
- i. Cybercrime;
- j. Illegal possession, transport and trade in stolen cultural objects and national antiques; and
- k. Any other areas of cooperation in preventing and combating transnational crimes to be mutually agreed upon by the Parties.

ARTICLE 3 **DESIGNATED AUTHORITY**

The designated authority responsible for the implementation of this Agreement on behalf of the Government of the Socialist Republic of Viet Nam shall be the Ministry of Public Security and on behalf of the Government of Malaysia shall be the Ministry of Home Affairs . In the event of any change in the designated authority of each Party, the Party shall notify the other Party of such change through written notice.

ARTICLE 4 **EXCHANGE OF INFORMATION AND DOCUMENTS**

The Parties shall, subject to their respective national laws, rules, regulations and policies from time to time in force, governing the subject matter in their respective countries, exchange the following information and documents:

- a. Information in criminal activities specified in Article 2 of this Agreement to facilitate the prevention, detection and investigation of criminal cases;
- b. Information on citizens of one Party having committed the criminal activities specified in Article 2 of this Agreement;
- c. The text of laws and regulations which are relevant to the prevention and fight against criminal activities specified in Article 2 of this Agreement; and

- d. Other information of mutual concern on the prevention and fight against criminal activities specified in Article 2 of this Agreement.

ARTICLE 5

COORDINATING ACTIVITIES AND DELEGATION EXCHANGE

1. The Parties shall co-ordinate in planning and implementing measures to prevent and combat the activities specified in Article 2 of this Agreement.

2. The Parties shall send delegations to visit each other to study and exchange professional and operational experiences, co-ordinate to organize conferences and seminars and capacity building in order to implement the areas of co-operation specified in Article 2 of this Agreement.

3. Each Party shall not, within the scope of its national laws, rules and regulations and national policies from time to time in force, governing the subject matter in their respective countries, allow its territory to be utilized by any individual or organization for carrying out activities detrimental to the sovereignty, national security, public order and other essential interests of the other Party.

ARTICLE 6

FINANCIAL ARRANGEMENTS

The financial arrangements to cover the expenses for the cooperative activities undertaken within the framework of this Agreement shall be mutually agreed upon by the Parties on a case-by-case basis subject to the availability of funds.

ARTICLE 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 Parties and with other international agreements signed by both Parties.

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 of either Party.

3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, 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; or
- (b) solely and separately by the Party or the research results obtained through the sole and separate effort of either Parties shall be solely owned by the Party concerned.

ARTICLE 8

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 or any other agreements made pursuant to this Agreement.

2. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Agreement.

ARTICLE 9

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 channels.

ARTICLE 10

REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, amendment or modification of all or any part of this Agreement.

2. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Agreement.

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 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.

ARTICLE 11
SETTLEMENT OF DISPUTES

Any difference or dispute 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 12
ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Agreement shall come into force on the date of its signature and shall remain in force for a period of five (5) years.

2. Thereafter, it shall be automatically extended for a further period of five (05) years.

3. Notwithstanding anything in this Article, either Party may terminate this Agreement by notifying the other Party of its intention to terminate this by a notice in writing through diplomatic channels, at least three (3) months prior to its intention to do so.

4. Termination of this Agreement shall be without prejudice to any ongoing activities arising from or based on this Agreement entered into before or up to the date of its termination.

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

DONE in duplicate at Kuala Lumpur on this day of October in the year 2015 in the Vietnamese and English languages, all texts being equally authentic. In the event of any divergence in interpretation between any of the texts, the English text shall prevail.

**FOR THE GOVERNMENT OF THE
SOCIALIST REPUBLIC OF VIET NAM**

**FOR THE GOVERNMENT OF
MALAYSIA**

Minister of Public Security

Minister of Home Affairs