

CHAPTER 16 FINAL PROVISIONS

Article 16.1 Annexes and Footnotes

The Annexes and footnotes to this Agreement shall constitute an integral part of this Agreement.

Article 16.2 Relation to Other Agreements

1. The Parties affirm their rights and obligations with respect to each other under bilateral and multilateral agreements to which both Parties are parties, including the WTO Agreement.
2. In the event of any inconsistency between this Agreement and any other agreements to which the Parties are party, the Parties shall immediately consult with each other with a view to finding a mutually satisfactory solution.

Article 16.3 Succession of Treaties or International Agreements

Any reference in this Agreement to any other treaty or international agreement shall be made in the same terms to its successor treaty or international agreement to which a Party is party.

Article 16.4 Application

Each Party is fully responsible for the observance of all provisions in this Agreement and shall take such reasonable measures as may be available to it to ensure their observance by local government and authorities.

Article 16.5 Disclosure of Information

1. Nothing in this Agreement shall be construed to require either Party to furnish or allow access to information the disclosure of which it considers:
 - (a) would be contrary to the public interest as determined by its legislation;
 - (b) is contrary to any of its legislation, including but not limited to those protecting personal privacy or the financial affairs and accounts of individual customers of financial institutions;
 - (c) would impede law enforcement; or
 - (d) would prejudice legitimate commercial interests of particular enterprises, public or private.

Article 16.6 Confidentiality

Where a Party provides information to another Party in accordance with this Agreement and designates the information as confidential, the other Party shall maintain the confidentiality of the information. Such information shall be used only for the purposes specified, and shall not be otherwise disclosed without the specific permission of the Party providing the information, except to the extent that it may be required to be disclosed in the context of judicial proceedings.

Article 16.7 Financial Provisions

Any cooperative activities envisaged or undertaken under this Agreement shall be subject to the availability of resources and to the laws, regulations and policies of the Parties. Costs of cooperative activities shall be borne in such manner as may be mutually determined from time to time between the Parties.

Article 16.8 Amendments

1. This Agreement may be amended by agreement in writing by the Parties and such amendments shall enter into force on such a date as may be agreed between the Parties.
2. Amendments shall not affect the rights and obligations of the Parties provided for under this Agreement until the amendments enter into force.

Article 16.9 General Reviews

The Parties shall undertake a general review of the Agreement, with a view to furthering its objectives, at ministerial level, within one year of the entry into force of this Agreement and thereafter biennially or otherwise as considered mutually appropriate.

Article 16.10 Duration and Termination

1. This Agreement shall remain in force until one Party gives written notice of its intention to terminate it.
2. Either Party may terminate this Agreement by giving one year's advance notice in writing to the other Party.
3. The other Party may request in writing consultations concerning any matter that would arise from the termination within forty five days after the date of receipt of the notice referred to in paragraph 2.

4. The requested Party shall enter into consultations in good faith with a view to reaching a mutually satisfactory solution within thirty days after the date of receipt of the request referred to in paragraph 3.

Article 16.11 Entry into Force

1. This Agreement shall enter into force on 1 July 2011, and shall remain in force unless terminated as provided for in Article 16.10 (Termination).

2. The Parties undertake to complete their internal procedures for the entry into force of this Agreement prior to 1 July 2011.

3. The Parties shall notify each other in writing upon the completion of its internal procedures for the entry into force of this Agreement.

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

DONE at Kuala Lumpur, this 18th day of February, 2011 in duplicate copies in the English language.

FOR THE GOVERNMENT
OF THE REPUBLIC OF
INDIA

FOR THE GOVERNMENT
OF
MALAYSIA

(Anand Sharma)
**Minister of Commerce and
Industry**

(Dato' Sri Mustapa Mohamed)
**Minister of International Trade and
Industry**