

## **CHAPTER EIGHTEEN**

### **FINAL PROVISIONS**

#### **Article 18.1 Annexes, Appendices and Footnotes**

The annexes, appendices and footnotes to this Agreement shall constitute an integral part of this Agreement.

#### **Article 18.2 Relation to Other Agreements**

Nothing in this Agreement shall derogate from the existing rights and obligations of a Party under the WTO Agreement or any other multilateral or bilateral agreement to which it is a party. In the event of any inconsistency between this Agreement and any other agreement to which the Parties are party, the Parties shall immediately consult with each other with a view to finding a mutually satisfactory solution in accordance with customary rules of public international law.

#### **Article 18.3 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 18.4 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 18.5 Disclosure of Information**

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 18.6 Confidentiality**

Where a Party provides information to the other 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 18.7 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 18.8 Termination of 1997 Trade and Economic Cooperation Agreement**

The *Agreement on Trade and Economic Cooperation between the Government of Malaysia and the Government of New Zealand*, done at Kuala Lumpur on 17 October 1997, shall terminate on the day of entry into force of this Agreement.

#### **Article 18.9 Amendments**

This Agreement may be amended by agreement in writing by the Parties and such amendments shall come into force on such date or dates as may be agreed between them.

**Article 18.10**  
**Entry into Force, Duration and Termination**

1. This Agreement shall be subject to ratification. Ratification shall be effected by an exchange of notes between the Parties. The Agreement shall enter into force on the date specified in such exchange of notes.
2. This Agreement shall remain in force until one Party gives written notice of its intention to terminate it, in which case this Agreement shall terminate 180 days after the date of the notice of termination.

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

**DONE** in duplicate at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

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For the Government of New Zealand

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For the Government of Malaysia