



**No. GW 03/11**

The Ministry of Foreign Affairs, Malaysia presents its compliments to the Embassy of the Slovak Republic and with reference to the latter's note ref. VN.15.009/2011-MYVV dated 16 February 2011, has the honour to forward herewith a letter from Y.B. Dato' Sri Mustapa Mohamed, Minister of International Trade and Industry, Malaysia to H.E. Ivan Miklos, Deputy Prime Minister and Minister of Finance of the Slovak Republic regarding the "Exchange of Letters" to amend the Agreement on the Promotion and Protection of Investment signed on 12 July 2007 between the Government of Malaysia and the Government of the Slovak Republic. The Ministry has further the honour to request Embassy's kind assistance to forward the letter to the attention of its highest destination.

The Ministry of Foreign Affairs, Malaysia avails itself of this opportunity to renew to the Embassy of the Slovak Republic the assurances of its highest consideration.

**Putrajaya, 13 April 2011**

**Embassy of the Slovak Republic  
Kuala Lumpur**





**MINISTER OF INTERNATIONAL TRADE AND INDUSTRY  
MALAYSIA**

28 March 2011

Mr. Ivan Mikloš  
Deputy Prime Minister and Minister of Finance  
Slovak Republic

Dear Sir,

I have the honour to acknowledge receipt of your letter dated 10 January 2011 which reads as follows:

*"I have the honour to refer to the discussion via teleconference on 3 May 2010 between our Governments relating to the discrepancies in the Slovak signed copy of the English text of the Agreement between the Government of the Slovak Republic and the Government of Malaysia for the Promotion and Protection of Investments signed on 12 July 2007 in Kuala Lumpur (hereinafter referred to as "the Agreement").*

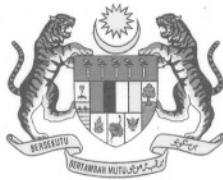
2. *In light of errors in the Slovak signed copy of the English text of the Agreement, the Government of the Slovak Republic proposes to correct the wordings of the following provisions in the Slovak signed copy of the English text of the Agreement:*

- a) *To replace the words "intellectual and industrial property rights" with "intellectual property rights" in Article 1.1(a) (iv) of the Agreement which, following the correction, shall read as follows:*

*"intellectual property rights, including rights with respect to copyrights, patents and utility models, industrial designs, trademarks and service marks, geographical indications, layout designs of integrated circuits, trade names, trade secrets, technical processes, know-how and goodwill. The protection of the intellectual property rights shall be enforced in conformity with the respective national laws and regulations of the Contracting Parties and with international agreements signed by both Contracting Parties;"*

- b) *To replace the words "the Government of the respective Contracting Parties" with "the respective Contracting Parties" in Article 1.1(f) of the Agreement which, following the correction shall read as follows:*

*"national policies" means any policy or administrative guidelines issued by the respective Contracting Parties.*



- c) To replace the words "If the Secretary-General is a national of either Contracting Party or if he is otherwise prevented" with "If the Secretary-General is a national of either Contracting Party or is otherwise prevented" in Article 9.4 of the Agreement which, following the correction shall read as follows:

*"If the necessary appointments have not been made within the periods specified in paragraph 3 of this Article, either Contracting Party may, in the absence of any other agreement, invite the Secretary-General of the Permanent Court of Arbitration to make the necessary appointments. If the Secretary-General is a national of either Contracting Party or is otherwise prevented from discharging the said function, the official of the Permanent Court of Arbitration next in seniority who is not a national of either Contracting Party or is not otherwise prevented from discharging the said function, shall be invited to make the necessary appointments."*

- d) To replace the whole of Article 12 of the Agreement, which read as follows:

"Amendment"

*The Agreement may be amended by mutual consent of both Contracting Parties at any time after it is in force. Any alteration or modification of this Agreement shall be done without prejudice to the rights and obligations arising from this Agreement prior to the date of such alteration or modification until such rights and obligations are fully implemented."*

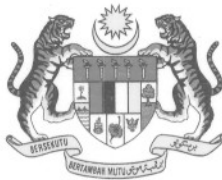
with a new Article 12 which, following the correction shall read as follows:

"Amendment, Alteration or Modification"

*This Agreement may be amended, altered or modified by mutual consent of both Contracting Parties at any time after the coming into force of this Agreement. Any amendment, alteration or modification of the provisions contained in this Agreement shall be done without prejudice to the rights and obligations arising from this Agreement prior to the date of such amendment, alteration or modification until such rights and obligations are fully implemented."*

- e) To replace the words "Governments of the Contracting Parties" with "Contracting Parties" in Article 14.1 of the Agreement which, following the correction shall read as follows:

*"This Agreement shall enter into force ninety (90) days after the later date on which the Contracting Parties have notified each other that their constitutional requirements for the entry into force of this Agreement have been fulfilled. The later date shall refer to the date on which the last notification letter is sent."*



- f) To replace the words "fifteen (15) year period" with "ten (10) year period" in Article 14.3 of the Agreement which, following the correction shall read as follows:

*"Either Contracting Party may by giving one (1) year written notice to the other Contracting Party, terminate this Agreement at the end of the initial ten (10) year period or anytime thereafter."*

3. With regard to the final sentence of the Agreement, the Government of the Slovak Republic further confirms the agreement between the Contracting Parties to have the Agreement in the English language only. Pursuant thereto, the final sentence of the Agreement shall read as follows:

*"Done in duplicate at Kuala Lumpur, this 12 July 2007, in the English language."*

4. I have the honor to propose that the above-mentioned corrections to Article 1.1(a)(iv), Article 1.1(f), Article 9.4, Article 12, Article 14.1 and Article 14.3 of the Agreement shall replace the defective texts *ab initio* in accordance with paragraph 4 of Article 79 of the Vienna Convention on the Law of Treaties 1969.

5. I have the further honour to propose that this letter and your letter in reply, confirming on behalf of the Government of Malaysia, shall be regarded as constituting an agreement between the two Governments."

2. I have the honour to confirm that the above-mentioned corrections to Article 1.1(a)(iv), Article 1.1(f), Article 9.4, Article 12, Article 14.1 and Article 14.3 of the Agreement shall replace the defective texts *ab initio* in accordance with paragraph 4 of Article 79 of the Vienna Convention on the Law of Treaties 1969.

3. I have the further honour to confirm the agreement between the Contracting Parties to have the Agreement in the English language only. Pursuant thereto, the final sentence of the Agreement shall read as follows:

*"Done in duplicate at Kuala Lumpur, this 12 July 2007, in the English language."*

4. Finally, I have the honour to confirm on behalf of the Government of Malaysia that your letter and this letter in reply shall constitute an agreement between the Government of the Slovak Republic and the Government of Malaysia which forms an integral part of the Agreement and shall enter into force on the date the Agreement enters into force in accordance with its provisions.

Yours sincerely,

Dato' Sri Mustapa Mohamed  
Minister of International Trade and Industry  
Malaysia