25 July 1974

My dear Minister,

I have the honour to refer to discussions between representatives of the Government of New Zealand and the Government of Malaysia which (in keeping with the spirit of the Exchange of Notes between our two Governments on 1 December 1971 dealing with defence arrangements between New Zealand and Malaysia) concerned a proposal for an Armed Forces Personnel Interchange Programme (Project "Saling Membantu") between our two countries for the purpose of achieving further close mutual cooperation between New Zealand and Malaysia in the defence field.

I have the honour to propose that the provisions contained in the attached Annex should apply to this Programme.

If the proposals contained in this letter, and the provisions set out in the Annex to this letter, are acceptable to the Government of Malaysia, I have the honour to propose that this letter and your reply to that effect should constitute an Agreement between our two Governments to enter into force on the date of your letter in reply.

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Y.B. Datuk Haji Hamzah bin Haji Abu Samah, SMK, SIMP, Minister of Defence,

Government of Malaysia.

I should also like to propose that either the Government of Malaysia or the Government of New Zealand may give written notice to the other Government of its intention to terminate this Agreement, and that accordingly this Agreement shall terminate at the expiry of the 180th day from the day on which notice as aforesaid has been given.

Yours sincerely,

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(A.J.FAULKNER) MINISTER OF DEFENCE

ANNEX

1. (a) The Government of New Zealand and the Government of Malaysia agree to the establishment of an interchange programme between personnel of the naval, land or air forces of both States with the objects of furthering mutual cooperation in the defence field and of widening the experience of interchange personnel.

(b) The interchange of personnel under this programme will not necessarily be on a one for one basis, either in total or rank for rank, or skill for skill. Numbers and categories of personnel interchanged under this programme will be as agreed by the two Governments and will be designed to provide maximum mutual benefit.

(c) The terms used in this Annex shall, unless the context otherwise requires, have the following meanings:

- (i) "interchange programme" or "programme" means the programme for the interchange of naval, land or air forces personnel established in accordance with the terms of this Annex;
- (ii) "interchange personnel" means personnel of the naval, land or air forces of either State transferred for employment with the naval, land or air forces of the other State and present in the territory of that other State for the purposes of this programme in accordance with the terms of this Annex;
- (iii) "receiving State" means the State in which interchange personnel transferred for employment as aforesaid are to serve; and the term "Government of the receiving State" has a corresponding meaning;

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(iv) "receiving Service" means the component of the naval, land or air forces of the receiving State to which interchange personnel have been transferred for employment by the sending Service;

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- (v) "sending State" means the State from which interchange personnel have come or have been sent; and the term "Government of the sending State" has a corresponding meaning;
- (vi) "sending Service" means the component of the naval, land or air forces of the sending State from which interchange personnel have been transferred for employment with the receiving Service;
- (vii) "dependant" means a person not ordinarily resident in the receiving State who in respect of a person interchanged under this programme is the spouse of such a person, or who is wholly or mainly maintained or employed by any such person, or who is in his custody, charge or care, or who forms part of his family.

(d) Interchanges of personnel under this programme will be for a period of not less than 12 months nor more than two years.

Jurisdiction, Command, Discipline, Administration and Control

2. (a) Interchange personnel will obey the laws in force in the receiving State and the civil authorities in the receiving State will have jurisdiction over offences committed by interchange personnel against the laws of the receiving State.

(b) Subject to the preceding sub-paragraph, interchange personnel will remain subject to the disciplinary code of the sending Services. 3. (a) The sending Service will order its interchange personnel to comply with the law in force in the receiving Service and to comply with the regulations, orders, instructions and customs of the receiving Service insofar as they are not inconsistent with their obligations as part of the sending Service and with the lawful commands of personnel in the receiving Service who by virtue of their rank or appointment are entitled to give such commands in the receiving Service. Personnel of the receiving Service will be under orders to comply with the lawful commands of interchange personnel who are justified by their appointment in the receiving Service in giving such commands.

(b) Formal disciplinary action will not be taken by the receiving Service against interchange personnel from the sending Service; breaches of discipline by such interchange personnel and the arrest of such interchange personnel for the commission of offences against the law of the receiving State will be promptly notified to the defence representatives of the Government of the sending State in order that the sending Service may, after having due regard to any action taken under the ordinary law of the receiving State, take whatever disciplinary action it deems necessary and, if so requested by the receiving State, withdraw the personnel concerned from the interchange programme.

(c) Malaysian interchange personnel present in New Zealand under this programme will come under the administration and control of the Malaysian Services Advisor attached to the High Commission for Malaysia in Wellington.

(d) New Zealand interchange personnel present in Malaysia under this programme will come under the administration and control of the Defence Liaison Officer, New Zealand High Commission, Kuala Lumpur.

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Claims

4. (a) The Government of the receiving State will waive any claim it may have against the Government of the sending State, or against interchange personnel from the sending State, for damage to or loss of property or the misappropriation of money or property, belonging to or used by the naval, land or air forces of the receiving State, or for personal injury to or death of personnel of those forces, which arises out of an act or omission done in the performance of official duty of interchange personnel transferred for employment with the naval, land or air forces of the receiving State.

(b) Except in the case of claims arising under subparagraph (a) of this paragraph, claims by third parties (other than contractual claims) in respect of any act or omission of interchange personnel done in the performance of official duty with the naval, land and air forces of the receiving State which result in personal injury to or death of third parties or which cause damage to or loss of property to third parties shall be dealt with by the receiving State in accordance with the provisions of sub-paragraph (c) of this paragraph.

(c) Where liability to pay compensation is established in accordance with the law of the receiving State or where it is acknowledged that liability to pay compensation would be established in accordance with the law of the receiving State or where compensation is payable under the law of the receiving State in respect of any claim or claims mentioned in sub-paragraph (b) of this paragraph, the appropriate authorities of the receiving State will make good or pay such just and reasonable compensation for meritorious claims as the claimant would be entitled to under the laws of the receiving State in all the circumstances of the case. Where compensation has been paid or is payable under the terms of this sub-paragraph, the amount of compensation so paid, or to

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be paid may at the discretion of the receiving State be communicated to the sending State, together with full particulars of the basis thereof, and upon receipt of such communication the sending State will reimburse the receiving State for the whole of the amounts so paid or to be paid or (with the agreement of the receiving State) any lesser amount which in the circumstances of the case is equitable:

Provided that where a claim arises in respect of an act or omission done jointly by interchange personnel and personnel of the naval, land and air forces of the receiving State then the sending State and the receiving State shall share equitably the cost of settling the claim including all expenses connected therewith and where a claim results in litigation and a court of law rules that one party is more to blame than the other party and apportions the liability of the parties the amount of compensation reimbursed to the receiving State by the sending State under the provisions of this paragraph shall be reduced by an amount proportionate to the degree of responsibility apportioned by the court in respect of the act or omission to the personnel of the naval, land and air forces of the receiving State;

Provided further that where a claim arises in respect of an act or omission done jointly by interchange personnel and persons who are not personnel of the naval, land and air forces of the receiving State then the amount of compensation reimbursed to the receiving State by the sending State under the provisions of this paragraph shall be reduced by an amount proportionate to the degree of responsibility for any such act or omission of such persons in the receiving State who are not personnel of the naval, land and air forces of the receiving State and where a claim results in litigation and a court of law rules that one party is more to blame than the other and apportions the liability of the parties the amount of compensation reimbursed to the receiving State

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by the sending State under the provisions of this paragraph shall be reduced by an amount proportionate to the degree of responsibility apportioned by the court in respect of the act or omission to the party who is not personnel of the naval, land and air forces of the receiving State.

(d) The preceding sub-paragraphs will not apply in respect of claims involving an act or omission of a dependant. In these cases the normal legal processes available in the receiving State will apply.

(e) If a dispute arises as to the interpretation, application or operation of this paragraph the question shall be submitted to an arbitrator (who shall be a person who holds or has held high judicial office or who is a barrister and solicitor of at least seven years standing) appointed, with the agreement of the receiving State, by the sending State and his decision on the point shall be final and conclusive. The venue of arbitration will be in the receiving State.

(f) Appropriate arrangements will be made between the sending Service and the receiving Service for dealing with and paying compensation for loss or damage to uniforms and Service equipment (other than personal effects) of interchange personnel which is attributable to the employment with the receiving Service.

(g) All contractual claims against interchange personnel will be subject to the jurisdiction of the courts of the receiving State.

(h) No claim for immunity based on the status of interchange personnel as servants or employees of the sending Service or of the Government of the sending State will, in respect of any claim whether criminal, tortious or contractual, be raised in the courts of the receiving State.

/ Emoluments and Allowances

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Emoluments and Allowances

5. The sending Service will be responsible for the payment of emoluments and allowances (including location and any other special allowances), removal expenses, or grants to its own interchange personnel present in the receiving State. The receiving State will facilitate payment of such emoluments, allowances, removal expenses, or grants to such interchange personnel.

7.

Travel Arrangements

6. The sending Service will meet the cost of transportation of interchange personnel and their dependants to the point of disembarkation in the receiving State, or from the point of embarkation in the receiving State on return. Where available RNZAF transport may be provided for both New Zealand and Malaysian interchange personnel and their dependants. All travel within the receiving State from the point of disembarkation, and to the point of embarkation, with the exception of leave travel, will be considered to be on duty travel. Costs of on duty travel within the receiving State for interchange personnel from the sending State will be met by the receiving Service.

Taxation, Import, Export

7. (a) Official emoluments and allowances (including location and other special allowances) paid by the sending Service to its interchange personnel will be exempt from taxation by the Government of the receiving State.

(b) Interchange personnel, their spouses and dependent children, may import into the receiving State free of duty, but subject in all other respects to the laws of the receiving State, used portable articles and household effects within six months of arrival in the receiving State. For purposes of customs clearance a list of such items shall be submitted to the authorities of the receiving State at the time of import.

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(c) Interchange personnel may at the time of, or within a period of six months after, entry into the receiving State import temporarily and free of duty one private motor vehicle for their personal use.

(d) Items imported free of duty under the preceding sub-paragraphs:

- (i) may be re-exported freely, provided that a certificate is presented to the customs authorities who may verify that goods reexported are as described in the certificate and that the said goods have been imported under the conditions of sub-paragraph (b) above;
- (ii) shall not be sold, leased, rented, traded or otherwise disposed of in the receiving State except in accordance with the laws and regulations in force in the receiving State and on such conditions including payment of duty and tax and compliance with the requirements of the controls of trade and exchange as may be imposed by the competent authorities in the receiving State.

(e) In this paragraph the term "duty" means customs duty and all other duties, taxes and ad valorem registration fees as the case may be, which are payable on importation or on exportation, as the case may be, except duties and taxes which are no more than charges for services rendered.

Leave

8. Leave will be granted by the receiving Service to interchange personnel from the sending State in accordance with the leave provisions of the sending Service. The receiving Service will facilitate leave travel for

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interchange personnel on Service transport, but where this is not possible leave travel costs will be borne by the sending Service or by the interchange personnel concerned.

Medical and Dental Treatment

9. The receiving Service will provide medical and dental treatment for interchange personnel present in the receiving State in accordance with the regulations and rules applicable to the provision of medical and dental treatment for receiving Service personnel. The medical and dental facilities of the receiving Service will be used where practicable.

Housing, Rations and Quarters

10. (a) Where possible suitable housing will be provided by the receiving Service for married interchange personnel accompanied by dependants present in the receiving State. In such cases no contribution for costs will be sought from the sending Service or from the interchange personnel; and no rent allowance will be paid by the sending Service to its interchange personnel present in the receiving State.

(b) Where suitable housing cannot be provided by the receiving Service for married interchange personnel accompanied by dependants present in the receiving State such personnel will be expected to obtain their own housing, and in such cases the receiving Service will provide such assistance as is practicable. The sending Service will in these cases pay (in accordance with the provisions of paragraph 5 of this Annex) a rent allowance to its interchange personnel present in the receiving State.

(c) Rations and quarters will be provided by the receiving Service for single and unaccompanied interchange personnel at no charge to such personnel or to the sending Service.

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Education

11. The receiving Service will, wherever possible, assist interchange personnel from the sending State present in the receiving State to obtain suitable educational facilities for such of their children as are present in the receiving State. The receiving Service will not, however, be responsible for any education fees that may be charged or levied.

Stores and Equipment

12. The receiving Service will provide interchange personnel from the sending State with such stores and with such additional and replacement clothing and equipment as is necessary for the performance of their duty with the naval, land and air forces of the receiving State, on a loan basis where possible, but in any case at no charge or cost to the sending Service. No charge will be made for items of stores, clothing or equipment which are not to be returned to the receiving Service at the termination of duty of interchange personnel in the receiving State.

Entry and Exit

Subject to compliance with the immigration formalities 13. established by the receiving State and provided they are in possession of official identity cards or other documents of identity normally issued to them, interchange personnel will be exempt in the receiving State from passport and visa regulations and immigration requirements for entry into or departure from the receiving State. Interchange personnel and their dependants present in the receiving State will not be considered as acquiring any right to permanent residence or domicile in the receiving State. Subject to appropriate arrangements in respect of immigration and alien registration requirements being made between the Government of Malaysia and the Government of New Zealand, dependants of interchange personnel who are in possession of valid passports will be treated similarly.

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The Honourable A.J. Faulkner, M.P., Minister of Defence, Government of New Zealand.

My dear Minister,

I have the honour to refer to your letter of today's date (together with its attached Annex) about an Armed Forces Personnel Interchange Programme between New Zealand and Malaysia which reads as follows:-

" I have the honour to refer to discussions between representatives of the Government of New Zealand and the Government of Malaysia which (in keeping with the spirit of the Exchange of Notes between our two Governments on 1 December 1971 dealing with defence arrangements between New Zealand and Malaysia) concerned a proposal for an Armed Forces Personnel Interchange Programme (Project "Saling Membantu") between our two countries for the purpose of achieving further close mutual cooperation between New Zealand and Malaysia in the defence field.

I have the honour to propose that the provisions contained in the attached Annex should apply to this programme.

If the proposals contained in this letter, and the provisions set out in the Annex to this letter, are acceptable to the Government of Malaysia, I have the honour to propose that this letter and your reply to that effect should constitute an Agreement between our two Governments to enter into force on the date of your letter in reply. I should also like to propose that either the Government of Malaysia or the Government of New Zealand may give written notice to the other Government of its intention to terminate this agreement, and that accordingly this agreement shall terminate at the expiry of the 180th day from the day on which notice as aforesaid has been given. "

... A copy of the Annex to your letter is attached.

In reply, I have the honour to confirm that your letter and its attached Annex correctly stated the understanding between the Government of Malaysia and the Government of New Zealand in this matter, and in accordance with the proposal contained therein the Government of Malaysia regards your letter together with its attached Annex and this reply as constituting an Agreement between our two Governments to come into force on today's date.

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Yours sincerely, (DATUK HAJI HAMZAH BIN HAJI ABU SAMAH S.I.M.P., S.M.K.) Minister of Defence Government of Malaysia

ANNEX

1. (a) The Government of New Zealand and the Government of Malaysia agree to the establishment of an interchange programme between personnel of the naval, land or air forces of both States with the objects of furthering mutual cooperation in the defence field and of widening the experience of interchange personnel.

(b) The interchange of personnel under this programme will not necessarily be on a one for one basis, either in total or rank for rank or skill for skill. Numbers and categories of personnel interchanged under this programme will be as agreed by the two Governments and will be designed to provide maximum mutual benefit.

(c) The terms used in this Annex shall, unless the context otherwise requires, have the following meanings:-

- (i) "interchange programme" or "programme" means the programme for the interchange of naval, land or air forces personnel established in accordance with the terms of this Annex;
- (ii) "interchange personnel" means personnel of the naval, land or air forces of either State transferred for employment with the naval, land or air forces of the other State for the purposes of this programme in accordance with the terms of this Annex;
- (iii) "receiving State" means the State in which interchange personnel transferred for employment as aforesaid are to serve; and the term "Government of the receiving State" has a corresponding meaning;
 - (iv) "receiving Service" means the component of the naval, land or air forces of the receiving State to which interchange personnel have been transferred for employment by the sending Service;
 - (v) "sending State" means the State from which interchange personnel have come or have been sent; and the term "Government of the sending State" has a corresponding meaning;
 - (vi) "sending Service" means the component of the naval, land or air forces of the sending State from which interchange personnel have been transferred for employment with the receiving Service;
- (vii) "dependent" means a person not ordinarily resident in the receiving State who in respect of a person interchanged under this programme is the spouse of such a person, or who is wholly or mainly maintained or employed by any such person, or who is in his custody, charge or care, or who forms part of his family.

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(d) Interchanges of personnel under this programme will be for a period of not less than 12 months nor more than two years.

Jurisdiction, Command, Discipline, Administration and Control

2. (a) Interchange personnel will obey the laws in force in the receiving State and the civil authorities in the receiving State will have jurisdiction over offences committed by interchange personnel against the laws of the receiving State.

(b) Subject to the preceding sub-paragraph, interchange personnel will remain subject to the disciplinary code of the sending Service.

3. (a) The sending Service will order its interchange personnel to comply with the law in force in the receiving Service and to comply with the regulations, orders, instructions and customs of the receiving Service insofar as they are not inconsistent with their obligations as part of the sending Service and with the lawful commands of personnel in the receiving Service who by virtue of their rank or appointment are entitled to give such commands in the receiving Service. Personnel of the receiving Service will be under orders to comply with the lawful commands of interchange personnel who are justified by their appointment in the receiving Service in giving such commands.

(b) Formal disciplinary action will not be taken by the receiving Service against interchange personnel from the sending Service; breaches of discipline by such interchange personnel and the arrest of such interchange personnel for the commission of offences against the law of the receiving State will be promptly notified to the defence representatives of the Government of the sending State in order that the sending Service may, after having due regard to any action taken under the ordinary law of the receiving State, take whatever disciplinary action it deems necessary and, if so requested by the receiving State, withdraw the personnel concerned from the interchange programme.

(c) Malaysian interchange personnel present in New Zealand under this programme will come under the administration and control of the Malaysian Services Adviser attached to the High Commission for Malaysia in Wellington.

(d) New Zealand interchange personnel present in Malaysia under this programme will come under the administration and control of the Defence Liaison Officer, New Zealand High Commission, Kuala Lumpur.

Claims

4. (a) The Government of the receiving State will waive any claim it may have against the Government of the sending State, or against interchange personnel from the sending State, for damage to or loss of property or the misappropriation of money or property, belonging to or used by the naval, land or air forces of the receiving State, or for personal injury to or death of personnel of

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those forces, which arises out of an act or omission done in the performance of official duty of interchange personnel transferred for employment with the naval, land or air forces of the receiving State.

(b) Except in the case of claims arising under subparagraph (a) of this paragraph, claims by third parties (other than contractual claims) in respect of any act or omission of interchange personnel done in the performance of official duty with the naval, land and air forces of the receiving State which result in personal injury to or death of third parties or which cause damage to or loss of property to third parties shall be dealt with by the receiving State in accordance with the provisions of sub-paragraph (c) of this paragraph.

liability to pay compensation is estab-(C) Where lished in accordance with the law of the receiving State of where it is acknowledged that liability to pay compensation would be established in accordance with the law of the receiving State, or where compensation is payable under the of the receiving State in respect of any claim or claims law mentioned in sub-paragraph (b) of this paragraph, the appropriate authorities of the receiving State will make good or pay such just and reasonable compensation for meritorious claims as the claimant would be entitled to under the laws of the receiving State in all the circumstances of the case. Where compensation has been paid or is payable under the terms of this sub-paragraph, the amount of compensation so paid, or to be paid may at the discretion of the receiving State be communicated to the sending State, together with full particulars of the basis thereof, and upon receipt of such communication the sending State will reimburse the receiving State for the whole of the amounts so paid or to be paid or (with the agreement of the receiving State) any lesser amount which in the circumstances of the case is equitable:

Provided that where a claim arises in respect of an act or ommission done jointly by interchange personnel and personnel of the naval, land and air forces of the receiving State then the sending State and the receiving State shall share equitably the cost of settling the claim including all expenses connected therewith and where a claim results in litigation and a court of law rules that one party is more to blame than the other party and apportions the liability of the parties the amount of compensation reimbursed to the receiving State by the sending State under the provisions of this paragraph shall be reduced by an amount proportionate to the degree of responsibility apportioned by the court in respect of the act or omission to the personnel of the naval, land and air forces of the receiving State;

Provided further that where a claim arises in respect of an act or omission done jointly by interchange personnel and persons who are not personnel of the naval, land and air forces of the receiving State then the amount of compensation reimbursed to the receiving State by the sending State under the provisions of this paragraph shall be reduced by an amount proportionate to the degree of responsibility for any such act or omission of such persons in the receiving State

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who are not personnel of the naval, land and air forces of the receiving State and where, a claim results in litigation and a court of law rules that one party is more to blame than the other and apportions the liability of the parties the amount of compensation reimbursed to the receiving State by the sending State under the provisions of this paragraph shall be reduced by an amount proportionate to the degree of responsibility apportioned by the court in respect of the act or omission to the party who is not personnel of the naval, land and air forces of the receiving State.

(d) The preceding sub-paragraphs will not apply in respect of claims involving an act or omission of a dependent. In these cases the normal legal processes available in the receiving State will apply.

(e) If a dispute arises as to the interpretation, application or operation of this paragraph the question shall be submitted to an arbitrator (who shall be a person who holds or has held high judicial office or who is a barrister and solicitor of at least seven years standing) appointed, with the agreement of the receiving State, by the sending State and his decision on the point shall be final and conclusive. The venue of arbitration will be in the receiving State.

(f) Appropriate arrangements will be made between the sending Service and the receiving Service for dealing with and paying compensation for loss or damage to uniforms and Service equipment (other than personal effects) of interchange personnel which is attributable to the employment with the receiving Service.

(g) All contractual claims against interchange personnel will be subject to the jurisdiction of the courts of the receiving State.

(h) No claim for immunity based on the status of interchange personnel as servants or employees of the sending Service or of the Government of the sending State will, in respect of any claim whether criminal, tortious or contractual, be raised in the courts of the receiving State.

Emoluments and Allowances

5. The sending Service will be responsible for the payment of emoluments and allowances (including location and any other special allowances), removal expenses, or grants to its own interchange personnel present in the receiving State. The receiving State will facilitate payment of such emoluments, allowances, removal expenses, or grants to such interchange personnel.

Travel Arrangements

6. The sending Service will meet the cost of transportation of interchange personnel and their dependents to the point of disembarkation in the receiving State, and from the point of embarkation in the receiving State on return. Where available RNZAF transport may be provided for both New

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Zealand and Malaysian interchange personnel and their dependents. All travel within the receiving State from the point of disembarkation, and to the point of embarkation, with the exception of leave travel, will be considered to be on duty travel. Costs of on duty travel within the receiving State for interchange personnel from the sending State will be met by the receiving Service.

Taxation, Import, Export

7. (a) Official emoluments and allowances (including location and other special allowances) paid by the sending Service to its interchange personnel will be exempt from taxation by the Government of the receiving State.

(b) Interchange personnel and their spouses and dependent children may import free of duty, but subject in all other respects to the laws of the receiving State, used portable articles and household effects within six months of arrival in the receiving State. For purposes of customs clearance a list of such items shall be submitted to the authorities of the receiving State at the time of import.

(c) Interchange personnel may at the time of, or within a period of six months after, entry into the receiving State import temporarily and free of duty one private motor vehicle for their personal use.

(d) Items imported free of duty under the preceding sub-paragraphs:

- (i) may be re-exported freely, provided that a certificate is presented to the customs authorities who may verify that goods re-exported are as described in the certificate and that the said goods have been imported under the conditions of sub-paragraph (b) above,
- (ii) shall not be sold, leased, rented, traded or otherwise disposed of in the receiving State except in accordance with the laws and regulations in force in the receiving State and on such conditions including payment of duty and tax and compliance with the requirements of the controls of trade and exchange as may be imposed by the competent authorities in the receiving State.

(e) In this paragraph the term "duty" means customs duty and all other duties, taxes and ad valorem registration fees as the case may be, which are payable on importation or on exportation, as the case may be, except duties and taxes which are no more than charges for services rendered.

Leave

8. Leave will be granted by the receiving Service to interchange personnel from the sending State in accordance with the leave provisions of the sending Service. The receiving Service will facilitate leave travel for inter-

change personnel on Service transport, but where this is not possible leave travel costs will be borned by the sending Service or by the interchange personnel concerned.

Medical and Dental Treatment

9. The receiving Service will provide medical and dental treatment for interchange personnel present in the receiving State in accordance with the regulations and rules applicable to the provision of medical and dental treatment for receiving Service personnel. The medical and dental facilities of the receiving Service will be used where practicable.

Housing, Rations and Quarters

10. (a) Where possible suitable housing will be provided by the receiving Service for married interchange personnel accompanied by dependents present in the receiving State. In such cases no contribution for costs will be sought from the sending Service or from the interchange personnel; and no rent allowance will be paid by the sending Service to its interchange personnel present in the receiving State.

(b) Where suitable housing cannot be provided by the receiving Service for married interchange personnel accompanied by dependents present in the receiving State such personnel will be expected to obtain their own housing, and in such cases the receiving Service will provide such assistance as is practicable. The sending Service will in these cases pay (in accordance with the provisions) of paragraph 5 of this Annex) a rent allowance to its interchange personnel present in the receiving State.

(c) Rations and quarters will be provided by the receiving Service for single and unaccompanied interchange personnel at no charge to such personnel or the sending Service.

Education

11. The receiving Service will, wherever possible, assist interchange personnel from the sending State present in the receiving State to obtain suitable educational facilities for such of their children as are present in the receiving State. The receiving Service will not, however, be responsible for any education fees that may be charged or levied.

Stores and Equipment

12. The receiving Service will provide interchange personnel from the sending State with such stores and with such additional and replacement clothing and equipment as is necessary for the performance of their duty with the naval, land or air forces of the receiving State, on a loan basis where possible, but in any case at no charge or cost to the sending Service. No charge will be made for items of stores, clothing or equipment which are not to be returned to the receiving Service at the termination of duty of interchange personnel in the receiving State.

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Entry and Exit

13. Subject to compliance with the immigration formalities established by the receiving State and provided they are in possession of official identity cards or other documents of identity normally issued to them, interchange personnel will be exempt in the receiving State from passport and visa regulations and immigration requirements for entry into or departure from the receiving State. Interchange personnel and their dependents present in the receiving State will not be considered as acquiring any right to permanent residence or domicile in the receiving State. Subject to appropriate arrangements in respect of immigration and alien registration requirements being made between the Government of Malaysia and the Government of New Zealand, dependents of interchange personnel who are in possession of valid passports will be treated similarly.