



Memorandum of Understanding between the Malta Freeport Corporation and Transportation, Port and Shipping Bureau of Yangpu Economic Development Zone

The Malta Freeport Corporation and Transportation, Port and Shipping Bureau of Yangpu Economic Development Zone (hereinafter jointly referred to as “the Participants” and separately as “Participants”) have reached the following understanding after friendly consultations and in upholding the principles of mutual trust and reciprocity.

Paragraph 1

Areas of Cooperation

The purpose of this Memorandum of Understanding (hereinafter referred to as this “MOU”) is to support cooperation among free trade zones or ports of both Participants, as an effort to jointly advance high-quality sustainable development.

The Participants intend to hold consultations on matters of common concern in good faith, in promoting mutually respectful, dynamic and sustainable cooperation.

The Participants intend, on the basis of respect for the national conditions, laws and supervisory policies of each country, to learn from each other’s beneficial experiences and good practices that focus on institutional

opening up with regard to rules, regulations, management and standards. The Participants intend, by promoting and coordinating with relevant stakeholders and government departments, to leverage each other's geographical advantages, engage in cross-border or cross-regional cooperation, and work to build a system that comprises resilient industrial chains, supply chains, value chains and innovation chains in the free-trade zones (ports) and build a free trade zone(port) partnership.

Paragraph 2

Participants' Obligations

Each Participant will provide its counterpart with support and facilitation to achieve these objectives.

Both Participants will explore ways to promote cooperation in line with their respective work plans and this MOU.

Paragraph 3

Legal Status

This MOU expresses the intentions of the Participants who intend to use their best efforts in good faith to work together to achieve the objectives of this MOU. The Participants accept that this MOU is not legally binding and will not be used to establish rights and obligations for the Participants under international law.

No provision of this MOU will affect any rights or obligations that the Participants may have undertaken under any international Agreement, Treaty, Convention or Protocol.

Paragraph 4

Dispute Resolution

Any divergence concerning the interpretation and/or application of this MOU between the Participants will be settled amicably through consultations and negotiations through the established diplomatic channels.

Paragraph 5

Revisions and Modifications

Either Participant may request to modify or revise the provisions of this MOU by means of a written request to the other Participant.

Any modification or revision of this MOU will be made in writing and will come into effect upon the written approval of both Participants, or otherwise as the Participants may jointly determine.

Paragraph 6

Other Agreements between the Participants

This MOU does not contain any commitment on any specific matters. If both Participants intend to cooperate, they shall sign a separate cooperation agreement.

This MOU will not grant any exclusive right to cooperation activities between the two Participants, nor will it restrict both Participants from cooperating with other entities or third parties to carry out similar activities.

Paragraph 7

Coming into Effect, Duration and Termination

This MOU will come into effect on the date of its signature by both Participants and will be valid for three (3) years, after which it may be extended for another three (3) years if neither Participant proposes to terminate it.

In case that a Participant decides to terminate this document, it must give a written notice to the other Participant thirty (30) days in advance.

Unless otherwise decided upon by both Participants, the termination of this MOU will not affect any ongoing cooperation projects between the two Participants.

Signed in Beijing on the 21st of January 2026 in the English and Chinese languages, both versions being equally valid, it shall come into effect as of the signing date hereof.



For the Malta Freeport
Corporation



For Transportation, Port and
Shipping Bureau of Yangpu
Economic Development Zone



马耳他自由港公司与洋浦经济开发区交 通运输和港航局 合作谅解备忘录

马耳他自由港公司与洋浦经济开发区交通运输和港航局（以下合称“双方”，单称“一方”）经过友好协商，本着互信互利原则，达成如下共识：

第一条 合作领域

本谅解备忘录（以下简称“本备忘录”）旨在支持双方自由贸易区（港）之间的合作，推动实现高质量的可持续发展。

双方拟本着诚意就共同关心的事项进行磋商，促进相互尊重、充满活力的可持续合作。

双方拟在尊重各国国情、法律及监督政策的基础上，围绕规则、规制、管理和标准等制度型开放，相互借鉴有益经验和良好实践。

双方拟通过推动和协调相关利益攸关方和政府部门利用彼此的地缘优势，开展产业园区跨境或跨区合作，致力于构建富有韧性的自贸区（港）产业链、供应链、价值链、创新链体系，构建自贸区（港）伙伴关系。

第二条 双方义务

为实现上述目标，一方将向另一方提供支持与便利。

双方将根据各自的工作计划和本备忘录的精神，共同探索和推动合作。

第三条 法律地位

本备忘录表达了双方的意向，双方拟本着诚意尽最大努力共同实现本备忘录的目标。双方确认，本备忘录不具法律约束力，且不得用于创设双方在国际法下的任何权利或义务。

本备忘录的任何条款均不影响双方在任何国际协定、条约、公约或议定书下所承担的任何权利或义务。

第四条 争议解决

双方之间就本备忘录的解释和/或应用产生的任何分歧，应通过既有外交渠道进行友好磋商和谈判解决。

第五条 修订与修改

任何一方均可通过书面请求向另一方提出修改或修订本备忘录条款的要求。

对本备忘录的任何修改或修订均应以书面形式作出，并在双方书面批准后生效，或由双方另行商定生效方式。

第六条 双方其他协议

本备忘录不包含任何具体事项的承诺。如双方拟就具体事项开展合作，应另行签订合作协定。

本备忘录不授予双方合作活动任何排他性权利，也不限制双方与其他实体或第三方开展类似合作活动。

第七条 生效、有效期与终止

本备忘录自双方签署之日起生效，有效期为三年。有效期届满后，如任何一方均未提出终止，则本备忘录可延续三年。

若一方决定终止本文件，必须提前30天书面通知另一方。

除非双方另有决定，本备忘录的终止不影响双方之间任何正在进行的合作项目。

本备忘录于 2026 年 1 月 21 日在 北京 签订，以中文、英语写成，两种文本同等作准，自签订之日起生效。



马耳他自由港公司



洋浦经济开发区交通运输和港航局