

MEMORANDUM OF UNDERSTANDING

between

ASIAN DEVELOPMENT BANK

and

THE KOREA TRANSPORT INSTITUTE

19 March 2010

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THE KOREA TRANSPORT INSTITUTE

WHEREAS, the Asian Development Bank (hereinafter referred to as “ADB”) is an international development finance institution whose mission is to help its developing member countries reduce poverty and improve the quality of life of their people. ADB’s Sustainable Transport Initiative (STI) is promoting investments in economic, social and environmentally sustainable transport systems by helping develop accessible, safe, environmentally-friendly, and affordable transport projects in developing member countries and providing ongoing assistance to develop sustainable transport policies; and

WHEREAS, The Korea Transport Institute (hereinafter referred to as the “KOTI”) is an official research agency for the government of the Republic of Korea, whose mission is to provide recommendations and alternatives for the nation's transport policy and to create the optimal transport system through specialized research and technical innovations, while positioning itself as one of the world's leading transport research institutions.

CONSIDERING THAT, the ADB and KOTI (hereinafter referred to as the “Parties”, and individually, each a “Party”) wish to formalize a basis on which the Parties may explore opportunities for cooperation and collaboration on matters of common interest, and to render their respective activities more effective and beneficial.

NOW, THEREFORE, the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the “MoU”), as follows:

ARTICLE 1

Objective

The objective of this MoU is to formalize a non-exclusive framework of cooperation and to facilitate collaboration between the Parties to promote programs and joint activities that foster cooperation between them, and promote safe and sustainable, low carbon transport for green growth in Asia and the Pacific. These and any other activities agreed to between the Parties shall be subject to the respective internal objectives, functions, policies and procedures of the Parties.

ARTICLE 2 Areas of Cooperation

The Parties may, in particular, explore the possibility of cooperating in the following areas of activity:

- 2.1 Active participation and collaboration by the Parties in the following areas of collaboration:
- (a) **Knowledge products and services.** Knowledge products and services, including: policy, legal and institutional frameworks for safe and sustainable, low carbon transport for green growth; and financing options and measurement of transport and associated GHG emissions as well as different types of co-benefits arising from the transport sector.
 - (b) **Capacity development.** Capacity development for national and local stakeholders in the planning and implementation of policies, programs and projects promoting safe and sustainable, low carbon transport for green growth, supported by guidelines, tools, performance benchmarking, peer reviews, twinning, training and workshops.
 - (c) **Networking.** Facilitate increased coordination and cooperation among regional and national stakeholders through joint meetings and workshops.
 - (d) **Areas of focus.** The following areas of focus will be jointly pursued: low-carbon, green growth to promote energy efficiency and mainstream climate change activities within the transport sector; urban transport to promote public transport and non-motorized transport modes; transport and logistics to support more effective transport trade facilitation in cross-border transport and logistics; road safety and social sustainability for inclusive transport systems and service, and sustainable transport development plans including traffic demand management, intelligent transport systems, innovative finance and vehicle/fuel technologies.
 - (e) **Provision on experts.** The potential for KOTI to provide transport experts to work with ADB, either on short-term or through secondees, will be explored and if mutually agreeable arrangements may be formalized.
- 2.2 Exchange of information and consultation, as necessary and appropriate, in the interest of identifying additional areas in which, and the concrete activities for which, effective and practical cooperation, such as the exchange of researchers, may be possible within the framework of this MoU. Any exchange of information between the Parties shall be subject to their respective policies and procedures on the disclosure of information.
- 2.3 Other related activities may also be agreed upon between the Parties from time to time, subject to each of the Parties' internal policies and procedures, including those policies for the hiring of consultants and other services.

ARTICLE 3 Partnership Management

ADB and KOTI recognize that periodic consultations are important events to review the planning, implementation, and outcomes of their cooperation activities as well as discussing results, challenges, opportunities and problems. In this respect, they agree to hold annual consultations. In respect of the annual consultation:

- 3.1 ADB and KOTI share a commitment to strengthening, monitoring and evaluation of their sustainable transport development efforts;
- 3.2 ADB and KOTI will conduct a joint mid-term review of the cooperation under this MoU to decide on need for continuation, expansion or adjustments in areas of cooperation;¹ and
- 3.3 A final joint review will be done during the last year of the duration of this MoU for the same purpose.

ADB and KOTI recognize that effective collaboration depends upon open, comprehensive, and regular exchange of information.

ARTICLE 4 Nature of this MoU

This MoU is not intended to create legal relations or obligations between the two Parties or to impose formal obligations on them. Any specific activities identified under this MoU as opportunities for collaboration between the Parties will be the subject of additional written agreements between the Parties. In particular, this MoU does not represent any commitment with regard to funding on the part of the Parties. In keeping with the administrative nature of these arrangements, no provision of this MoU will be construed to interfere in any way with the independent decision-making autonomy of the two Parties with regard to their respective affairs and operations. Furthermore, this MoU shall not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this MoU or otherwise.

ARTICLE 5 Channel of Communication and Notice

- 5.1 Recognize that effective collaboration depends upon open, comprehensive and regular communication at the institutional level. They agree to make appropriate arrangements to:
 - (i) Exchange/deposit copies of publications and public documents of each organization in the main library of the partner organization, to be maintained as reference documents; and
 - (ii) Give notice, through information posted on the websites of each organization, of

¹ Well established techniques such as social network analysis will be used to identify areas for potential improvement in the collaboration.

- a. Conferences, seminars and workshops being organized or sponsored;
- b. Regional, country, sector and thematic policy/strategy documents;
- c. Program and project approval documents; and
- d. Regional, country, sector, project and other evaluations.

5.2 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties of this MoU, the channel of communication for the Parties shall be:

5.1.1 For the ADB:

Asian Development Bank
 Attention: Jamie Leather
 Principal Transport Specialist
 Sustainable Infrastructure Division
 Regional and Sustainable Development Department
 6 ADB Avenue, Mandaluyong City
 1550 Metro Manila, Philippines
 Telephone: (632) 632-6803
 Facsimile: (632) 636-2198
 E-mail: jleather@adb.org

5.1.2 For KOTI:

The Korea Transport Institute
 Attention: Juyoung Kim
 1160 Simindaero, Ilsanseo-gu, Goyang-si
 Gyeonggi-do 411-701 Korea
 Telephone: +82 31 910 3114
 Facsimile: +82 31 910 3231
 E-mail: jykim@koti.re.kr

5.3 Either Party hereto may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Article.

ARTICLE 6

Effectiveness, Amendment, Termination, and Other Matters

- 6.1 This MoU shall enter into force on the date it is signed by both Parties and will remain in effect indefinitely unless terminated by either Party with a written notice to the other Party. No such termination shall affect contractual obligations already entered into by either Party under this MoU.
- 6.2 This MoU is effective for five years after coming into force, at which time the MoU can be extended upon agreement of both Parties.

- 6.3 This MoU may be terminated by either Party giving two months notice in writing to the other Party.
- 6.4 Regarding matters related to the implementation of or amendments to the MoU, the Parties will share information and coordinate with the Ministry of Strategy and Finance of the Republic of Korea and the Executive Director Office of the ADB.
- 6.5 Subject to the Parties' policies and procedures with respect to the disclosure of information, the Parties may make this MoU publicly available.
- 6.4 Nothing in this MoU shall operate or be construed as a waiver, renunciation, or any other modification of any privilege or immunity of ADB under the Agreement Establishing the Asian Development Bank."

ARTICLE 7
Resolution of Problems

7.1. During the course of this MoU, the respective focal points will be promptly notified of all problems that impact adversely on the potential of the two Parties to collaborate effectively. The focal points will take appropriate action to seek an amicable resolution. If the focal points are unable to resolve the problem to the satisfaction of both Parties, the two Parties will take whatever action they consider appropriate to achieve an amicable resolution."

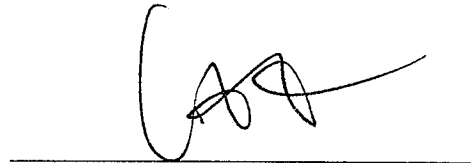
IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this Memorandum of Understanding in two (2) original counterparts in the English language, in Mandaluyong City, Philippines on this 19th day of March 2010.

**THE KOREA TRANSPORT
INSTITUTE**



Kee Yeon Hwang
President

ASIAN DEVELOPMENT BANK



Xianbin Yao
Director General
Regional and Sustainable Development
Department