

MEMORANDUM OF UNDERSTANDING

between

THE ASIAN DEVELOPMENT BANK

and

THE INTER-AMERICAN DEVELOPMENT BANK

FOR COOPERATION ON SUSTAINABLE LOW CARBON TRANSPORT

November 9, 2009

MEMORANDUM OF UNDERSTANDING

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THE ASIAN DEVELOPMENT BANK

and

THE INTER-AMERICAN DEVELOPMENT BANK

FOR COOPERATION ON SUSTAINABLE LOW CARBON TRANSPORT

WHEREAS, the Inter-American Development Bank (hereinafter referred to as the "IDB") is a public international organization, the purpose of which is to contribute to the acceleration of the process of economic and social development of its regional developing member countries in Latin America and the Caribbean, individually and collectively. The IDB is developing a Regional Environmentally Sustainable Transport Strategy and Action Plan that aims to assist technically and financially Latin American and Caribbean countries and cities to implement a sustainable path to the transport sector growth that limits greenhouse gas emissions and minimizes other negative externalities, as air and noise pollution, congestion and accidents, without compromising economic growth and social inclusion;

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 inclusive, clean, and energy-efficient transport projects in developing member countries and providing ongoing assistance to develop sustainable transport policies; and

CONSIDERING THAT, the IDB and the ADB (hereinafter referred to as the "Parties," and individually, each a "Party") wish to establish 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 (the "MoU"), as follows:

ARTICLE 1

Objective

The objective of this MoU is to establish a non-exclusive framework of cooperation and to facilitate collaboration between the Parties to promote programs and projects that foster cooperation between them, and promote sustainable, low carbon transport in their respective developing member countries. These and any other activities agreed to

between the Parties shall be subject to the respective internal objectives, functions, policies, procedures, and approvals 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 Participation and collaboration by the Parties in the following areas:
- (a) **Knowledge products and services.** Knowledge products and services, including for policy, legal and institutional frameworks for sustainable, low-carbon transport, participation of stakeholders, financing, and measurement of transport and associated greenhouse gas emissions, as well as different types of co-benefits arising from investments in the transport sector.
 - (b) **Capacity development.** Capacity development for national and local stakeholders in the planning and implementation of policies, programs and projects promoting sustainable, low-carbon transport, supported by guidelines, tools, performance benchmarking, peer reviews, training and workshops.
 - (c) **Networking.** Facilitate increased coordination and cooperation among global, regional and national stakeholders through partnerships on sustainable, low-carbon transport, including hosting joint meetings and workshops.
 - (d) **Climate change events and expert group meetings:** Promote joint side events on climate change and sustainable transport and provide inputs on expert group meetings, contributing towards the development of transport friendly operational guidelines for post-2012 instruments such as clean development mechanism, sectoral crediting, and nationally appropriate mitigation actions, and associated measuring, reporting and verification.
- 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 may be possible within the framework of this MoU. Any exchange of information between the Parties shall be subject to their respective policies, procedures, and approvals 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, procedures and approvals, including those for the hiring of consultants and other services.

ARTICLE 3
Obligations of the Parties

- 3.1 This MOU is not intended to impose formal obligations on the Parties. In particular, this MoU does not represent any commitment with regard to funding and/or other resources on the part of the Parties. Any such commitment, if desirable by both Parties, shall be reflected in separate agreements that may be entered into by the Parties under this MoU. 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.
- 3.2 The Parties shall endeavor to develop a joint action plan related to the implementation of this MoU within 3 months after its signature.

ARTICLE 4
Channel of Communications and Notice

- 4.1 Recognizing that effective collaboration depends upon open, comprehensive and regular communication at the institutional level, each Party shall endeavor to make appropriate arrangements to:
- (i) When considered appropriate for the purposes of this MoU, exchange/deposit copies of relevant publications and public documents of such Party in the main library of the other Party, to be maintained as reference documents; and
 - (ii) When considered appropriate for the purposes of this MoU, inform the public through information posted on the Parties' websites on relevant:
 - 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.
- 4.2 The Parties recognize that periodic consultations are important to review the planning, implementation, and outcomes of their cooperation activities. Results, challenges, opportunities and concerns may be discussed by the Parties when they consult each other periodically as required and not less than once a year.
- 4.3 For the purpose of facilitating the implementation of the action plan to be established by the Parties under this MoU (in accordance with paragraph 3.2 above), the channel of communication for the Parties shall be:

4.3.1 For the IDB:

For institutional issues:

Inter-American Development Bank
Attention: Advisor, Office of Outreach and Partnerships
1300 New York Avenue, NW
Washington, D.C. 20577
UNITED STATES OF AMERICA
Telephone: +1 (202) 623-1583
Facsimile: +1 (202) 623-2543
E-mail: partnerships@iadb.org

For technical issues:

Inter-American Development Bank
Attention: Agustín Aguerre
Manager, Infrastructure and Environment Sector, a.i.
1300 New York Avenue, NW
Washington, D.C. 20577
UNITED STATES OF AMERICA
Telephone: +1 (202) 623-1548
Facsimile: +1 (202) 623-1953
E-mail: josea@iadb.org

4.3.2 For the ADB:

Asian Development Bank
Attention: Woonchong Uhm
Director Sustainable Infrastructure Division
Regional and Sustainable Development Department
6 ADB Avenue, Mandaluyong City
1550 Metro Manila
PHILIPPINES
Tel: + (632) 632-6803
Fax: + (632) 636-2198

- 4.4 Either Party hereto may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in Section 4.3 above.

ARTICLE 5

Effectiveness, Amendment, Termination, and Other Matters

- 5.1 This MoU shall enter into force on the date of its signature by both Parties and will remain in effect until December 31, 2019, unless terminated by either Party with a written notice to the other Party. The termination of this MoU shall not

affect contractual obligations that have separately entered into by either or both Parties under this MoU.

- 5.2 This MoU may be amended only by written consent of both Parties hereto.
- 5.3 Subject to the compliance with the respective policies, procedures, and approvals of both Parties with respect to the disclosure of information, the Parties may make this MoU publicly available.

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 Tokyo, Japan on this 9th day of November, 2009.

**INTER-AMERICAN
DEVELOPMENT BANK**

ASIAN DEVELOPMENT BANK

Luis Alberto Moreno
President

Haruhiko Kuroda
President