



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ASIAN DEVELOPMENT BANK

AND

**THE SOUTHEAST ASIAN MINISTERS OF EDUCATION
ORGANIZATION (SEAMEO)**

25 June 2003

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Introduction

(A) The Asian Development Bank ("ADB") is a broad-based development institution for the Asia and Pacific region (the "Region"), committed to reducing poverty through lending and non-lending activities to support pro-poor sustainable economic growth, good governance, and inclusive social development. Recognizing that as part of its Poverty Reduction Strategy, approved on 9 December 1999, ADB supports the goal of strengthening human capital development throughout the Asia and Pacific Region; and to this end is supporting expanding access to quality, cost-efficient and relevant education and skills development by promoting access to basic education services, improving educational governance, building institutional capacity, strengthening teacher education, enhancing educational curricula, improving policy and institutional arrangements and promoting better performance monitoring;

(B) The South East Asian Ministers of Education Organization ("SEAMEO") is a regional intergovernmental organization established in 1965 by governments of Southeast Asian Nations. Under the guidance of the Southeast Asian Ministers of Education Council (SEAMEC) as the highest policy making body, the organization purpose is to promote understanding and cooperation in education, science and culture for a better quality of life in the region. To this end it has established a network of fifteen Regional Centers tasked with providing quality training, consultancy services, information dissemination, research and development and technical assistance to SEAMEO member countries in support of enhancing capacity of governments and partners to deal effectively and constructively with the challenges and opportunities of human resource development in the region;

(C) ADB and SEAMEO, each with a broad common membership and complementary roles, have a mutual interest in intensifying cooperation in their shared thematic and geographical areas, and in establishing appropriate working procedures to that effect;

(D) This collaboration aims at improving cooperation between ADB and SEAMEO to support development processes in the use of scarce resources for development and will benefit their common member countries;

(E) ADB and SEAMEO (the "Parties") have entered into this Memorandum of Understanding (the "MOU").

**Article 1
Purpose and Scope**

1. The purpose of this MOU is to facilitate cooperation between the Parties in matters of common interest to their common member countries. It is understood that the cooperation under this MOU is non-exclusive and should be flexible to take account of the operating conditions and needs of the common member countries. In so doing the Parties recognize the expertise of each organization, and seek to establish an operational framework and practical modalities for their cooperation which will focus on education development issues, and will include:

Article 4

Engaging the SEAMEO in ADB Funded Activities

1. The SEAMEO is uniquely qualified to provide technical assistance and advice in many aspects of its areas of expertise which comprise educational policy, educational management, nonformal education and alternative learning systems, educational innovation and technology, quality and equity in education, culture history and tradition, education in science and mathematics, language education, higher education, open learning and distance education, archaeology and fine arts, agricultural research and sustainable development, vocational and technical education and training, community nutrition, microbiology, parasitology and entomology, public health, tropical medicine, tropical biology, environmental study and natural resource management. The SEAMEO therefore may be engaged to implement ADB-financed loan and grant activities in any of these and related fields, in accordance with the ADB Guidelines on the Use of Consultants by the ADB and its Borrowers. This may include a direct selection procedure if the ADB reviews all other sources of competitive expertise and finds them unsuitable. Regarding the implementation of ADB funded activities, mutually acceptable administrative and financial arrangements that comply with ADB's Guidelines on the Use of Consultants by ADB and its Borrowers, ADB's Guidelines for Procurement under ADB Loans, and ADB standard disbursement procedures for Loan and TA projects will be agreed.

Article 5

Administrative and Financial Arrangements

1. Any activity carried out by the either Party pursuant to this MOU will be consistent with the policies, rules and regulations of each organization.
2. The Parties will work towards a mutually acceptable contractual format and related financial and other arrangements in order to enable the SEAMEO to engage in the implementation of ADB-financed loan and grant activities.
3. All specific activities to be implemented under this MOU will be the subject of prior consultation and written agreement between the Parties. The written agreement will include a detailed statement of the respective financial responsibilities of all parties concerned.

Article 6

Focal Points

1. Cooperation between the Parties under this MOU is an institution-wide responsibility; however, each of the Party will designate focal points for liaison and coordination of activities falling within the framework of this MOU. With respect to the ADB: (a) the Agriculture, Natural Resources and Social Sectors Division, Regional and Sustainable Development Department, will act as focal point and coordinator for overall institutional issues, and (b) the Regional Departments will act as the focal points for country specific activities. With respect to the SEAMEO, the SEAMEO Secretariat, in Bangkok, will act as the focal point and coordinator for overall institutional issues and regional and country-level activities in SEAMEO member countries.
2. The Parties will formally inform their staff of this MOU, and provide appropriate additional guidance for cooperation at the field level.

For SEAMEO: SEAMEO Secretariat,
 Mom Luang Pin Malakul Centenary Building,
 920 Sukhumvit Road,
 Bangkok 10110,
 Thailand

For ADB: Asian Development Bank
 6 ADB Avenue, Mandaluyong City,
 Metro Manila 0401,
 Philippines

Any notice so delivered will be deemed given when actually received by the other Party.

Article 12
Settlement of Disputes

1. The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU or the breach, termination or invalidity thereof. Any dispute, controversy or claim between the Parties arising out of this MOU or the breach, termination or invalidity thereof, unless settled amicably, may be referred to arbitration by either Party.

2. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

IN WITNESS WHEREOF, the undersigned being duly authorized representatives of the ADB and the SEAMEO, respectively, have signed two (2) copies of this MOU, both equally being authentic, in Manila, on 25 June 2003.

SOUTHEAST ASIAN MINISTERS
 OF EDUCATION ORGANIZATION

ASIAN DEVELOPMENT BANK



Edilberto C. de Jesus
 President of
 Southeast Asian Ministers of
 Education Council



Tadao Chino
 President