

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE

AND

TOYO UNIVERSITY

The **United Nations Economic Commission for Europe** (hereinafter referred to as “UNECE”), as represented by Mr. Christian Friis Bach, Executive Secretary

and

Toyo University, Japan (hereinafter referred to as “Toyo”), as represented by Mr. Shinji Fukukawa, Chairman, on behalf of Toyo and its PPP related organizations: the PPP Graduate School, the PPP Research Center, and the Asia PPP Institute

hereinafter referred to as the “Parties”,

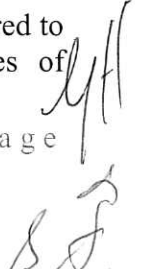
- **RECOGNIZING** the desire of the Parties to establish and develop cooperation with a view to promoting the UNECE Public-Private Partnerships (PPPs) Initiative and in particular the UNECE International PPP Centre of Excellence as a tool for social and economic development and a means to achieve the proposed Sustainable Development Goals (SDGs),

- **TAKING INTO ACCOUNT** the desire of the Parties to establish an appropriate mechanism for such cooperation,

hereby agree to the following:

Article 1

- (1) The Parties agree to cooperate and promote the overall UNECE PPP Initiative, inter alia:
 - (a) The goals and objectives of the UNECE International PPP Centre of Excellence (hereinafter referred to as “ICoE”) in Geneva, Switzerland, as an integral part of the UNECE secretariat;
 - (b) The creation of the International Specialist Centre of Excellence on PPPs in Local Governments (hereinafter referred to as the “Centre”) in Japan;
 - (c) The development of international policy briefs and best practices on PPPs in Local Governments; and
 - (d) Other areas of common interest.
- (2) Within the framework of this Memorandum of Understanding (hereinafter referred to as the “Memorandum”), the Parties will be guided by general principles of



international law and shall cooperate in accordance with the principles of equity, transparency, reciprocity and neutrality, as well as in accordance with UN Rules.

- (3) The Parties will work together towards the implementation of the provisions of this Memorandum through their authorized representatives, as designated by the Parties, in addressing emerging issues and initiating joint activities.

Article 2

- (1) Toyo shall be entrusted with the following tasks and responsibilities:
- (a) Set up, manage and finance the Centre as an integral part of Toyo University operating in accordance with its rules and regulations, and working towards the goals and objectives, and under the guidance of, the ICoE, as specified in Part A of Annex 1;
 - (b) Under the direction of the UNECE, ensure that the Centre produces the deliverables as specified in Part B of Annex 1;
 - (c) Following the commencement of full operations of the Centre, it shall report in writing twice a year to the UNECE on the overall performance of the Centre, including:
 - (i) The number of new members and number of governments that received assistance from the Centre;
 - (ii) The number of seminars, workshops, training programmes, conferences and other similar activities held;
 - (iii) Data on website traffic and downloads of the international PPP best practice models in Local Governments;
 - (iv) The number of new case studies added to the PPP best practice models in Local Governments;
 - (v) The number of updated PPP best practice models in Local Governments; and
 - (vi) Any other activity related to the Centre as agreed with UNECE.
 - (d) Establish and operate a dedicated website and an international call-centre for the Centre;
 - (e) Subject to prior information provided to the UNECE for coordination purposes, be entitled to collect and retain revenues derived from any activities conducted by the Centre that are not covered by this Memorandum.
 - (f) Own all intellectual property and in particular, the copyright in all documentation produced in the deliverables as specified in Part B of Annex 1; and
 - (g) Grant to the UNECE an exclusive royalty-free worldwide license for any use, in all media, of the works referred to in Part B of Annex 1, including such future modification carried out by UNECE as may appropriately advance UNECE PPP standards, for the duration of its copyright in all languages. It is expected that the



future economic benefit to the UNECE for the use of this license would not exceed USD \$100,000.

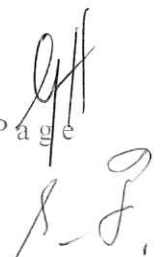
- (2) The UNECE shall:
- (a) Continue to promote the goals and objectives of the ICoE;
 - (b) Delegate to Toyo, on an exclusive basis and for the duration of this Memorandum the setting up the International Specialist Centre on PPPs in Local Governments;
 - (c) Guide and oversee the Centre's implementation of the deliverables in Part B of Annex 1;
 - (d) Serve as the interface between the Centre and other participants in the ICoE;
 - (e) Warrant that, for the duration of this Memorandum, it will not enter into any other agreement or arrangement with any other government or entity to host the Centre on PPPs in Local Governments;
 - (f) Liaise with the Bureau of the UNECE Team of Specialists on Public-Private Partnerships, which will provide overall substantive and policy guidance to the ICoE;
 - (g) Direct to the Centre information and queries from member States, the private sector and International Organizations, regarding assistance and training activities relating to international policy briefs and best practices on PPP in local governments;
 - (h) Inform the Centre, in advance, of any PPP capacity-building training programme to which ICoE may contribute or endorse the use of the deliverables and know-how of the Centre, and seek the involvement of the Centre to design and organize such training; and
 - (i) Facilitate the dissemination and publication of the material developed by the Centre.

Article 3

- (1) It is expected that the operations and the services provided by the Centre will commence in August 2015.
- (2) The activities under the Memorandum shall be performed in accordance with the schedule set out in Part C of Annex 1.

Article 4

- (1) Any modifications or changes to the present Memorandum shall be made in writing with the consent of both parties, and shall take effect on the date of signature by the parties.

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Article 5

- (1) The Memorandum is concluded for a period of three (3) years and it shall enter into force upon signature by both parties. It shall remain valid until such time as any Party provides a written notice of termination to the other Party with a minimum notice period of six (6) months.
- (2) In the event that this Memorandum is terminated in accordance with Article 5(1):
 - (a) The Centre shall provide UNECE with both hard and electronic copies of all documentation, within thirty (30) days of the termination taking effect;
 - (b) The Parties shall fulfil in good faith any aspect of their respective commitments expressly undertaken prior to the termination taking effect; and
 - (c) In the event that UNECE subsequently enters into a separate agreement with another entity to deliver activities similar to those previously devolved to the Centre, the Centre shall provide the UNECE with reasonable non-financial assistance in transferring operational knowledge of the Centre to the new entity.

Article 6

- (1) Each Party shall appoint an authorized representative, who shall at all times have the authority to act on behalf of that Party in respect of this Memorandum. The identity and contact information for each Party's authorized representative are specified in Annex 2.

Article 7

- (1) All communication between the Parties with respect to the terms of this Memorandum will only have effect for the purposes of this Memorandum if it is:
 - (a) In writing;
 - (b) In English;
 - (c) Signed and dated by the sending Party's authorized representative;
 - (d) Clearly marked for the attention of the receiving Party's appointed Representative; and
 - (e) Delivered by any means as reasonably specified by the intended recipient, including by mail, fax and/or email.
- (2) Communications will take effect from the time they are received by the receiving Party's authorized representative, unless a later time is expressly specified in that communication.

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Article 8

- (1) In fulfilling its obligations under this Memorandum, the Centre may only use the United Nations logo subject to the express prior consent of the UNECE for each case of use.

Article 9

- (1) The Parties agree to seek the resolution of any dispute arising in connection with the application and/or interpretation of the present Memorandum in a spirit of cooperation and good faith, through communication between each Party's authorized representative as identified in Annex 2.
- (2) If a dispute cannot be resolved at the operating level, the subject of disagreement will be recorded in writing by each party and presented to the other party for consideration. If resolution to the dispute is not reached within thirty (30) days, the authorized representatives of each Party will forward the written record of the dispute to the respective executive head for consideration and settlement.


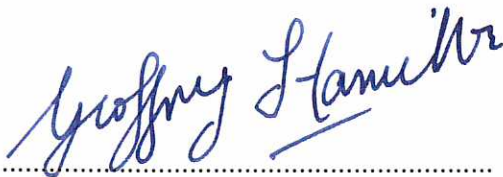
Article 10

- (1) Nothing in or relating to the present Memorandum may be understood as constituting or implying, a waiver from the privileges and immunities enjoyed by the UNECE under the terms of the 1946 Convention on the Privileges and Immunities of the United Nations.

Signed in Tokyo on 4 August 2015 in two copies, each copy in the English language.

For the United Nations Economic
Commission for Europe (UNECE)

For Toyo University



Christian Friis Bach
Executive Secretary

Shinji Fukukawa
Chairman

ANNEX 1

PART A: The International Specialist Centre of Excellence on PPPs in Local Governments

Roles and functions

The International Specialist Centre of Excellence on PPPs in Local Governments is critical to the validity and sustainable operation of the ICoE. The Centre will play a high-profile role in leading the development and dissemination of knowledge and global best-practice in the delivery of PPP projects and programmes at the level of Local Government.

The International Specialist Centre of Excellence on PPPs in Local Governments	
Role	<ul style="list-style-type: none"> • Develop and disseminate PPP best-practice briefs in Local Governments. • Maintain the best practice briefs up to date • Conduct research and development within Local Governments. • Provide training and capacity building programmes. • Liaise with specially created Project Teams that will develop recommendations and standards in support of the Sustainable Development Goals. <ul style="list-style-type: none"> • Assist the UNECE PPP Business Advisory Board to implement and adapt policy briefs, best practices on PPPs and standards to local contexts in support of the Sustainable Development Goals.
Governance	<ul style="list-style-type: none"> • Business plans, budgets, and internal processes are the responsibility of Toyo
Structure	<ul style="list-style-type: none"> • Integrated part of the Toyo University
Location	<ul style="list-style-type: none"> • Tokyo, Japan
Membership	<ul style="list-style-type: none"> • Government and semi-government bodies • Multinational private-sector organizations • Large private-sector organizations • Small-medium enterprise (SME) private-sector organizations • Academic institutions, professional / industry representative bodies, and other non-government organizations (NGOs) • Individual membership
Functions	<ul style="list-style-type: none"> • Develop business plans and budgets for the Centre • Define, develop and implement processes for the operations management, human resources management, financial management and audit, performance measurement and reporting, facilities management and administration of the International Specialist Centre • Operations management, human resources management, financial management and audit, performance measurement and reporting, facilities management and administration of the International Specialist Centre • Following the development of the initial public release of the PPP best practice models in Local Governments, publicly launch, market, and annually review and update this document under the guidance of the UNECE • Actively promote the development of local and international PPP markets in Local Governments • Establish a network of sector-specific stakeholders from the public and private sectors, and form alliances with key sector-specific bodies • Proactively assist the UNECE in obtaining support from countries to host other sector-specific PPP International Specialist Centres • Establish a publicly accessible database of clients, contractors and advisors operating within Local Governments globally, as well as a publicly accessible database of past, current, and future PPP projects in Local Governments globally • Establish a database of best-practice policies and programme delivery strategies used by the public sector globally, that forms the research resource underpinning both the PPP best practice models in Local Governments, as well as the consultancy services offered by the Centre • Provide government clients with advice and consultancy services in applying and contextualising the PPP best practice models in Local Governments.



	<ul style="list-style-type: none"> • Develop and conduct courses and knowledge-sharing forums in PPP for Local Governments. • Develop and maintain a dedicated website, under the guidance of the UNECE. • Pursue the PPP best practice models in the local governments' sector research agenda. • Host speakers and subject-matter experts to attend PPP capacity-building activities organized by the ICoE
Performance reporting	<ul style="list-style-type: none"> • Reporting on substantive activities to the UNECE secretariat
Funding	<ul style="list-style-type: none"> • All operational and facility costs are funded directly by the hosting organization, including (but not limited to) all wages, communications, utilities and ICT to support the Centre's operation
Audit and copyright	<ul style="list-style-type: none"> • Full transparency of all documentation to the UNECE • The Centre owns all intellectual property and in particular, the copyright in all documentation produced in the deliverables as specified • The Centre grants to the UNECE an exclusive royalty-free worldwide license for any use, in all media, of the works referred to in Part B of Annex 1, including such future modification carried out by UNECE as may appropriately advance UNECE PPP standards, for the duration of its copyright in all languages.



ANNEX 1
PART B: Deliverables of the Centre

The deliverables of the International Specialist Centre of Excellence on PPPs in Local Governments are:

1. A collection of experiences of local governments in delivering PPPs from around the world, identifying the challenges faced and the ways of overcoming them;
2. A list of policy briefs and best practices on PPPs in local government that have had transformational impacts consonant with the proposed Sustainable Development Goals;
3. Policy briefs and best practices on PPP in local government that are user-friendly and understandable to a general audience;
4. A database of experts in local governments, including from relevant international organizations; and
5. At least one global event per year on PPPs in local government in a locality to be agreed with UNECE.

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ANNEX 1
PART C: Schedule of deliverables

The PPP best practice policy briefs in the Local Governments sector should be developed by the Centre over a period of 18 months according to the following schedule:

- By January 2016, present a database of experts in local governments, including from relevant international organizations;
- By June 2016, present a draft of the PPP best practice policy briefs in the Local Governments based on international PPP experience;
- By June 2016, present a collection of experiences of local governments in delivering PPPs from around the world, identifying the challenges faced and the ways of overcoming them;
- By June 2016, present a list of policy briefs and best practices in PPPs in local government that have had transformational impacts consonant to the proposed Sustainable Development Goals
- By December 2016, prepare a final version of the PPP best practice policy briefs in the Local Governments; and
- One global event per year on PPPs in local government in 2015, 2016, 2017 and 2018



ANNEX 2
Parties' Representatives

Representative: UNECE

Name: Geoffrey Hamilton
Position: Chief, Cooperation and Partnerships Section, Economic Cooperation and Trade Division, United Nations Economic Commission for Europe (UNECE)
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Email: geoffrey.hamilton@unece.org

Representative: Toyo University

Name: Yu Namba
Position: Senior Staff, Research Center for Public Private Partnership at Toyo University
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