

**LETTER OF INTENT
ON COOPERATION FOR ENVIRONMENT**

**between
THE MINISTRY OF THE ENVIRONMENT, JAPAN
and
ASIAN DEVELOPMENT BANK**

This Letter of Intent (LOI) is signed on this 25th day of June, 2014 between the Ministry of the Environment, Japan (MOEJ), having its office at 1-2-2 Kasumigaseki, Chiyoda-ku, Tokyo, Japan, represented by its Minister and the Asian Development Bank (ADB), having its head quarter at 6 ADB Avenue, Mandaluyong City, Metro Manila, Philippines, represented by its President.

The MOEJ and ADB will hereinafter be referred to individually as the "Participant", and collectively as the "Participants".

Preamble

WHEREAS the Participants:

CONSIDERING their common interest in promoting cooperation for environmentally sustainable development;

NOTING the importance of conservation and improvement of the environment for present and future generations;

RECOGNIZING that the effective protection of the environment requires global cooperation, coordination, and efforts, and that actions to protect the environment should be carried out at the regional, national, and local levels;

RECOGNIZING that enhanced collaboration of both Participants will strengthen institutional capacities in both institutors and enhance the efficiency and effectiveness of the use of their respective resources.

are willing to work for the promotion of environmentally sustainable development in Asia and Pacific and for this purpose the Participants have reached the following intention:

A. Objectives

1 The purpose of this LOI is generally to strengthen, facilitate and develop mutual cooperation in the field of environment.

B. Areas of Cooperation

2 The Participants may cooperate with each other in any of the areas pertaining to environmental protection and improvement in areas such as the following:

- (i) climate change mitigation and adaptation;
- (ii) conservation and sustainable use of biodiversity;
- (iii) chemical management;
- (iv) air quality management;
- (v) waste water management;
- (vi) solid waste management;
- (vii) environmentally sustainable cities; and
- (viii) other areas of environmental protection and improvement as may be confirmed by both Participants.

C. Forms of Cooperation

3 The cooperation between both Participants may take the following forms, among others:

- (i) Cooperation for effective implementation of the Japan Fund for the Joint Crediting Mechanism as detailed in the arrangement letter attached as Appendix to the ADB Board paper for the Establishment of the Japan Fund for the Joint Crediting Mechanism.
- (ii) Support for knowledge networks and environment related institutions in the region such as the Asia Pacific Adaptation Network (APAN), Clean Air Asia (CAA), Asian Environmental Compliance and Enforcement Network (AECEN).
- (iii) Support for knowledge exchange and activities relating to capacity and human resource development, such as through Asia Leadership Program on Sustainable Development and Climate Change.
- (iv) Participation of experts from the MOEJ and ADB in events, seminars, workshops and trainings on environment and sustainable development organized by any Participant.

4 The MOEJ intends to provide expertise and other support under this LOI, through the ministry itself, its related institutions, or private sector firms.

D. Consultation and Focal Point

5 Both Participants 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 Participants when they consult each other periodically as required and not less than once a year.

6 Both Participants will designate a focal point for the purpose of facilitating the implementation of this LOI. For the MOEJ, the focal point will be the Director, International Cooperation Office, Global Environment Bureau. For ADB, the focal point will be the Director, Environment and Safeguards Division, Regional and Sustainable Development Department.

E. Intellectual Property Rights

7 Both Participants recognize the importance of protecting and respecting intellectual property rights of each Participant. This LOI does not extend any express or implied licenses, waivers or other rights by one Participant to intellectual property solely owned by the other Participant.

8 Any joint publication will be subject to a separate written instrument by the Participants.

9 Intellectual Property Rights over any joint knowledge sharing work will be jointly held by the Participants and each of the Participants may use or reproduce the work separately, subject to an appropriate acknowledgement of the other Participant's contribution.

10 The Participants may disclose to the public this LOI and information with respect to activities carried out under this LOI in accordance with the Participants relevant policies.

F. Status

11 This LOI will not be deemed or constructed to create, or have been intended to create, legally binding obligations between the Participants.

12 Both Participants recognize that no matter of this LOI will be constructed so as to interfere, in any way, with the Participants' respective decision-making process with regard to their own respective affairs and operations.

G. Dispute Settlement

13 Any dispute between both Participants arising out of the interpretation or implementation of this LOI will be settled amicably through consultation or negotiations between both Participants.

H. Modification

14 This LOI may be modified at any time by the Participants through mutual written consent.

I. Commencement, Duration and Termination

15 This LOI will commence on the date of signing of the LOI, and will continue for a period of 3 years.

16 This LOI may automatically be extended by the mutual consent of both Participants or terminated at any time by either Participant by giving written notification at least 6 months prior to the date of intended termination. The termination of this LOI will not affect any ongoing project or activity until the completion of such project or activity.

17 This LOI will be used by the Participants as basis of their future cooperation. The Participants decide that if required, they will create separate written instruments for activities to be conducted jointly by the Participants on the basis of this LOI.

J. Miscellaneous

18 Nothing in this LOI is intended to be, or should be construed as, a waiver of the privileges, exemptions and immunities of ADB, including, without limitation, ADB's immunity from every form of legal process pursuant to Article 50 of the Agreement Establishing the Asian Development Bank.

The foregoing represents the recognitions reached between both Participants on the matters referred to in this LOI.

Signed in Tokyo, on 25 June 2014, in the English language.

MINISTRY OF THE ENVIRONMENT, JAPAN:

ASIAN DEVELOPMENT BANK:

Nobuteru ISHIHARA
MINISTER

Takehiko NAKAO
PRESIDENT

Date: _____

Date: _____