

MEMORANDUM OF COOPERATION

between

THE MINISTRY OF ENVIRONMENT OF JAPAN

and

THE EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated 14th November 2024

This **MEMORANDUM OF COOPERATION** (the "**Memorandum**") is between:

- (1) The Ministry of Environment of Japan (the "**Ministry**"); and
- (2) the European Bank for Reconstruction and Development (the "**EBRD**"),

each referred to as a "**Participant**" and together as the "**Participants**".

WHEREAS

- (A) The EBRD is an international organization established under public international law pursuant to the Agreement Establishing the European Bank for Reconstruction and Development dated 29 May 1990.
- (B) Japan ratified the Agreement Establishing the European Bank for Reconstruction and Development and became a member of the EBRD on 2 April 1991, pursuant to Article 61 (*Ratification, Acceptance or Approval*) of the Agreement Establishing the European Bank for Reconstruction and Development.
- (C) The Participants now wish to establish cooperation in the areas of mutual interest.

The Parties have come to the following recognition:

Section 1 Purpose

The objective of the Memorandum is to reaffirm the intention of the Participants to cooperate in the field of climate change and other areas of environmental protection as may be confirmed by both Participants.

Section 2 Scope

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

- (a) cooperation in respect of decarbonization in the EBRD countries of operations;
- (b) participation of experts from the Ministry and the EBRD in events, seminars, workshops and trainings on environment and sustainable development organized by a Participant.

Section 3 Communications

Any notice or other communication to be given or made under this Memorandum will be addressed and sent to the following contact points or at such other address as either Participant designates by notice to the other Participant:

For the Ministry:

1-2-2, Kasumigaseki, Chiyoda-ku, Tokyo 100-8975 JAPAN
Attention: Mimi NAMEKI, Director for International Cooperation for Transition to
Decarbonization and Sustainable Infrastructure, Global Environment Bureau
Ministry of the Environment, Japan Tel: +81-3-5521-8248

For the EBRD:

5 Bank Street
London E14 4BG
United Kingdom

Attention: Ms. Camilla Otto, Director, Donor Partnerships
Tel: +44 20 7338 6536

Section 4 Miscellaneous

- (a) This Memorandum reflects the views and intentions of the Participants to co-operate on a non-exclusive basis, expressed in good faith but without the creation of any legal or financial obligations or the incurrence of any liability on the part of either of them. No third party will obtain any legal benefit from this Memorandum.
- (b) It is recognized and acknowledged that nothing in this Memorandum will constitute, or be construed as, an offer, promise, commitment or undertaking by either Participant to finance all or part of any activity or project identified in or pursuant to this Memorandum.
- (c) In the event that opportunities are identified, specific arrangements for any such activity or project would need to be formalised between the Participants. Each of the Participants will bear and pay its own expenditures arising as the result of the implementation of this Memorandum, unless otherwise specified in relevant separate arrangements.
- (d) Nothing in this Memorandum will limit the right of, or prevent either Participant from formalising memoranda or arrangements with third parties with respect to any activity, project or area of co-operation covered by this Memorandum.
- (e) The Participants will meet periodically to review and discuss the implementation of this Memorandum, assess the achievement of the objectives as set out herein above, and consider necessary adjustments, if any.
- (f) Nothing in this Memorandum will constitute nor be construed as a waiver, renunciation or other modification, either express or implied, of any of the privileges, immunities and exemptions granted to the EBRD under the Agreement Establishing the European Bank for Reconstruction and Development, international convention or any applicable law.
- (g) Any dispute arising out of, or in connection with, the interpretation or application of any matter arising out of, or in connection with this Memorandum will be settled amicably through consultations.
- (h) The cooperation under this Memorandum will commence on the date when the last of the two Participants signs and will continue until it comes to an end pursuant to this Section 4(h). This Memorandum may come to an end upon either Participant upon submits to the other Participant a prior written notice of its intention to end this Memorandum. In such case, this Memorandum will end ninety (90) days after receipt of such notice by the corresponding Participant.

(i) This Memorandum may be modified by mutual written consent of the Participants.

IN WITNESS WHEREOF, the Ministry and the EBRD, each acting through its delegated representative, have signed this Memorandum in three (3) originals, one (1) for the Ministry and two (2) for the EBRD, in the English language.

**For the Ministry of Environment of
Japan:**

**For the European Bank for
Reconstruction and Development:**

Name: Mr. Yutaka Matsuzawa
Title: Vice-Minister for Global
Environmental Affairs
Date: 14th November 2024

Name: Mr. Mark Bowman,
Title: Vice President, Policy & Partnerships,
Policy and Partnerships
Date: 14th November 2024