

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE

AND

**THE NATIONAL DEVELOPMENT AND REFORM COMMISSION
OF CHINA**

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

and

The **National Development and Reform Commission of China** (hereinafter referred to as “NDRC”), represented by Mr. Xu Shaoshi, Minister

hereinafter collectively 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 international PPP standards developed by the UNECE International PPP Centre of Excellence as tools 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) Promotion of the goals and objectives of the UNECE International PPP Centre of Excellence (hereinafter referred to as “UNECE ICoE”) in Geneva, Switzerland, as an integral part of the UNECE secretariat;
 - (b) The establishment of an International PPP Specialist Centre for Public Transport Logistics jointly by the City University of Hong Kong and Tsinghua University, with the support of NDRC, to develop international policy briefs, PPP best practices and international PPP standards in the area of Public Transport Logistics;

- (c) The exchange of PPP best practices and experience with UNECE PPP standards by other International Specialist Centres affiliated with the UNECE ICoE in other areas, especially in smart and sustainable cities, with the involvement of and contributions from a number of cities in China;
 - (d) The establishment of a PPP Training programmes in Shenzhen;
 - (e) The joint organization of a yearly international event in the city of Qingdao (“PPP Qingdao Forum”), to disseminate PPP policy briefs, best practices and standards, and
 - (f) Other areas of common interest in the area of PPP.
- (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 and Regulations.
- (3) The Parties will work together towards the implementation of the provisions of this Memorandum through their authorized representatives, as designed by the Parties.

Article 2

- (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.

Article 3

- (1) The Memorandum is concluded for a period of five (5) years, with the possibility of an extension subject to the agreement of the Parties, and it shall enter into force upon signature by both parties. The Memorandum 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) Separate written agreements shall be concluded by the Parties to give effect to Articles 1(b) to (e) in the framework of this Memorandum, whereby the obligations of the Parties, sources of financing, type of activity and its duration shall be clearly specified.

Article 4

- (1) Each Party shall appoint an authorized representative, who shall act on behalf of that Party in respect of the implementation of the present Memorandum. The information for each Party's authorized representative is provided in Annex 1.

Article 5

- (1) The Parties agree to work towards 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 identified in Annex 1.
- (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 6

- (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 Geneva and Beijing in two copies, each copy in the English language.

For the United Nations
Economic Commission for Europe

For the National Development and
Reform Commission of China

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Christian Friis Bach
Executive Secretary

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Xu Shaoshi
Minister

Date: 12 January 2016

Date: 06 January 2016

Annex 1

Authorized representatives

UNECE

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National Development and Reform Commission of China

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