

CONTRIBUTION AGREEMENT

BETWEEN

THE UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE,

CITY UNIVERSITY OF HONG KONG

AND

TSINGHUA UNIVERSITY

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

and

City University of Hong Kong (hereinafter referred to as “CityU”) as represented by Professor Way Kuo, President

and

Tsinghua University (hereinafter referred to as “Tsinghua”) as represented by Professor Qiu Yong, President

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 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 PPP Specialist Centre of Excellence for Public Transport Logistics (hereinafter referred to as the “Centre”), as an institution established jointly by CityU and Tsinghua with the support of Chinese Government and housed both in the College of Business of CityU and the School of Public Policy and Management of Tsinghua;
 - (c) The development of international PPP policy briefs, best practices and standards in public transport logistics; and
 - (d) Other areas of common interest.

- (2) Within the framework of this Contribution Agreement (hereinafter referred to as the “Agreement”), the Parties will be guided by the general principles and standards of international law and shall cooperate in accordance with the principles of equity, transparency, reciprocity and neutrality, as well as in accordance with UN Financial Regulations, Rules, directives and guidelines.

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

Article 2

- (1) CityU/Tsinghua agree to:
 - (a) Provide the UNECE with unearmarked funds amounting to a total of Euro 800,000 inclusive of 13% programme support costs and in five installments of Euro 160,000 per year. These installments will be contributed equally between CityU and Tsinghua for a five year period pursuant to Article 4 towards the PPP work undertaken by the ICoE;

 - (b) Set up, manage and finance the Centre as an integral part of CityU and Tsinghua with the support of the Chinese Government, operating in accordance with their respective 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.;

 - (c) Under the guidance of the UNECE, the Centre produces the deliverables as specified in Part B of Annex 1. The working language of the Centre is English

 - (d) Coordinate with and assist the UNECE in promoting the overall goals and objectives of the UNECE ICoE, including:
 - (i) organize, host and fund regular symposiums, workshops, training programmes and seminars on PPPs especially for public transport logistics, and participate in PPP Training Programmes in Shenzhen, China and the PPP Forum in Qingdao, China; and

- (ii) develop and produce print and audio-visual materials related to the Centre, including marketing materials.
 - (e) Translate from English into Chinese the PPP standards developed by the UNECE ICoE and a PPP training modules not exceeding 200 pages per year;
 - (f) 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. Reporting activities shall include:
 - (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 public transport logistics;
 - (iv) The number of new case studies added to the PPP best practice models in public transport logistics; and
 - (v) Any other activity related to the Centre as agreed with UNECE.
 - (g) Establish and operate a dedicated website and an international call-centre
 - (h) Be entitled to collect and retain revenues derived from any activities conducted by the Centre that are not covered by this Agreement.
- (2) The UNECE shall:
- (a) Continue to promote the goals and objectives of the ICoE;
 - (b) Identify a suitably qualified bilingual (Chinese and English) focal point within the secretariat to act as liaison and to develop the relationship between the Centre and UNECE, in compliance with the terms of this Agreement, and provide this information to the Centre;
 - (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 the Agreement, it will not enter into any other agreement or arrangement with any other government or entity to host the Centre on PPPs in Public Transport Logistics;
 - (f) Liaise with the Bureau of the UNECE Team of Specialists on Public-Private Partnerships, which provides 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 best practices on PPPs in public transport logistics;

(h) Inform the Centre, in advance, of any PPP capacity-building training programme to which ICoE may contribute or endorse to make use of the deliverables and knowhow 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.

(3) The intellectual property rights of the works created by a Party and/or a person associated with that Party as contemplated in Part B of Annex 1 shall belong to the Party and/or the person creating the works in accordance with the intellectual property policy of the Party concerned and the laws where the Party is located. Each Party grants to the other Parties a non-exclusive royalty-free worldwide license for educational and non-commercial use, in all media, of the works created as contemplated in Part B of Annex 1. It is expected that the future economic benefit to the UNECE for the use of this license would not exceed USD \$100,000.

Article 3

(1) It is expected that operations and services by the Centre commence in February 2016.

(2) The activities under the Agreement shall be performed in accordance with the schedule set out in Part C of Annex 1.

Article 4

(1) The first transfer of funds to be equally shared by CityU/Tsinghua amounting to Euro 160,000 pursuant to Article 2(1)(a), shall be effected in January 2016. The UNECE's bank details are contained in Annex 3.

(2) The second transfer of funds to be equally shared by CityU/Tsinghua amounting to Euro 160,000 pursuant to Article 2(1)(a), shall be effected in November 2016, the third transfer of funds to be equally shared by CityU/Tsinghua amounting to Euro 160,000 pursuant to Article 2(1)(a), shall be effected in November 2017, the fourth transfer of funds to be equally shared by CityU/Tsinghua amounting to Euro 160,000 pursuant to Article 2(1)(a), shall be effected in November 2018, and the fifth transfer of funds to be equally shared by CityU/Tsinghua amounting to Euro 160,000 pursuant to Article 2(1)(a), shall be effected in November 2019.

(3) The funds transferred from CityU/Tsinghua to the UNECE for the purpose of the Agreement shall be exclusively administered and accounted for by the UNECE in accordance with the United Nations financial regulations, rules, directives and guidelines. The contribution is subject exclusively to the internal and external auditing procedures of the United Nations. The UNECE shall reserve the right to reallocate contributions to other activities within the UNECE PPP work.

(4) The contribution is inclusive of the standard United Nations Programme Support Cost of thirteen (13) per cent.

(5) All financial accounts and statements shall be expressed in United States dollars. No financial reporting is required, and no return obligation exists and any unused balance and interest income earned will be credited to the fund as an un-earmarked contribution for ongoing PPP activities.

Article 5

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

Article 6

(1) The Agreement is concluded for a period of five (5) years and it shall enter into force upon signature by both parties and shall remain valid until such time as any Party provides a notice of termination to the other Party with a minimum notice period of six (6) months. This notice period does not apply in case the Centre/CityU/Tsinghua cease to exist as entities.

(2) In the event that this Agreement is terminated in accordance with Article 6 (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. This would include all funds already due prior to the termination of this agreement; 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 that new entity.

Article 7

(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 Agreement. The identity and contact information for each Party's authorized representative are specified in Annex 2.

Article 8

(1) All communication between the Parties in respect to the terms of this Agreement will only have effect for the purposes of this Agreement 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.

Article 9

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

Article 10

(1) The Parties agree to seek the resolution of any dispute arising in connection with the application and/or interpretation of the present Agreement 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 appointed representatives of each Party will forward the written record of the dispute to the respective executive head for consideration and settlement.

Article 11

(1) In the event of any dispute arising out of or in connection with this Agreement, the parties may at any time, without prejudice to any other proceedings, seek to settle the dispute by negotiation or mediation. The commencement of negotiation or mediation shall not prevent any party from commencing arbitration in accordance with sub-paragraph 2 below.

(2) Any disputes arising out of the application and/or interpretation of the present Agreement shall be referred to Hong Kong International Arbitration Centre (HKIAC). Proceedings before the HKIAC shall be conducted pursuant to UNCITRAL rules, and by reference to the substantive laws of Hong Kong. The arbitral award shall be final and binding upon all parties. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English.

Article 12

(1) Nothing in or relating to the present Agreement 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 in three copies, each copy in the English language.

For the United Nations Economic Commission for Europe (UNECE)

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Christian Friis Bach
Executive Secretary

Date: 20 January 2016

For City University of Hong Kong

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Way Kuo
President

Date: 20 January 2016

For Tsinghua University

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Qiu Yong
President

Date: 20 January 2016

ANNEX 1

PART A: The International PPP Specialist Centre of Excellence for Public Transport Logistics

Roles and functions

The International PPP Specialist Centre of Excellence for Public Transport Logistics 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 in public transport logistics.

The International PPP Specialist Centre of Excellence for Public Transport Logistics	
Role	<ul style="list-style-type: none"> • Develop and disseminate PPP best-practice briefs in public transport logistics. • Maintain the best practice briefs up to date • Conduct research and development on PPPs in public transport logistics. • 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 and provide overall support to the UNECE PPP standard-development process in the area of public transport logistics. • 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 CityU/Tsinghua
Structure	<ul style="list-style-type: none"> • Integrated part of CityU and Tsinghua, organized by CityU and Tsinghua
Location	<ul style="list-style-type: none"> • Hong Kong and Beijing
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 Centre • Operations management, human resources management, financial management and audit, performance measurement and reporting, facilities management and administration of the Centre • Following the development of the initial public release of the PPP best practice models in public transport logistics, 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 public transport logistics • 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 Centres • Establish a publicly accessible database of clients, contractors and advisors operating in the public transport logistics sector globally, as well as a publicly accessible database of past, current, and future PPP projects in public transport logistics 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 public transport logistics, 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 public transport logistics. • Develop and conduct courses and knowledge-sharing forums in PPP on public transport logistics. • Develop and maintain a dedicated website, under the guidance of the UNECE.

	<ul style="list-style-type: none"> • Pursue the PPP best practice models in public transport logistics 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 organizations, 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 access of UNECE to all documentation • CityU and Tsinghua own all intellectual property and in particular, the copyright in all documentation produced in the deliverables as specified • CityU and Tsinghua grant to the UNECE a non-exclusive royalty-free worldwide license for any non-commercial 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 Public Transport Logistics are:

1. A collection of best practices in public transport logistics 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 public transport logistics that have had transformational impacts consonant with the Sustainable Development Goals;
3. Policy briefs and best practices on PPP in public transport logistics that are user-friendly and understandable to a general audience;
4. A database of experts in public transport logistics, including from relevant international organizations; and
5. At least one global event per year on PPPs in public transport logistics in a locality to be agreed with UNECE.

ANNEX 1
PART C: Schedule of deliverables

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

- By July 2016, present a database of experts in public transport logistics, including from relevant international organizations;
- By September 2016, present a draft of the PPP best practice policy briefs in public transport logistics based on international PPP experience;
- By September 2016, present a collection of best practices of public transport logistics in delivering PPPs from around the world, identifying the challenges faced and the ways of overcoming them;
- By September 2016, present a list of policy briefs and best practices in PPPs in public transport logistics that have had transformational impacts consonant to the Sustainable Development Goals
- By June 2017, prepare a final version of the PPP best practice policy briefs in public transport logistics; and
- One global event per year on PPPs in public transport logistics in, 2016, 2017,2018 and 2019

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)
Address: Office No. 468, Palais des Nations, CH-1211 Geneva 10, Switzerland
Phone: +41 22 91 72838
Email: geoffrey.hamilton@unece.org

Representative: CityU
Name: Houmin Yan
Position: Dean, College of Business, City University of Hong Kong
Address: Tat Chee Avenue, Kowloon Tong, Hong Kong
Phone: +852 34422881
Email: cbhyan@cityu.edu.hk

Representative: Tsinghua
Name: Lan Xue
Position: Dean, School of Public Policy and Management
Address: Haidian District, Beijing, China
Phone: +86 10 62773828
Email : xuelan@tsinghua.edu.cn

ANNEX 3
UNECE'S BANK DETAILS

The payment of the contribution mentioned in Article 2(a) and Article 4(1) and 4(2) of the Agreement will be effected by **CityU/Tsinghua** in favour of the UNECE to the following bank account:

Account Name:	UN Geneva General Fund
Account Number:	240-FP100381.0
Account currency:	Euro
Bank Name:	UBS AG
Bank Address:	Rue du Rhone 8, 1211 Geneva 2, Switzerland
Bank Number:	240
Bank Swift Code:	UBSW CH ZH 80A
Reference:	ECE Public-Private Partnerships (PPP)