

**MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF UZBEKISTAN AND THE ASIAN DEVELOPMENT BANK WITH RESPECT TO
THE 43RD ANNUAL MEETING OF THE BOARD OF GOVERNORS OF THE ASIAN
DEVELOPMENT BANK**

WHEREAS on 8 April 2009, the Asian Development Bank (hereinafter called ADB) received an invitation made on behalf of the Government of the Republic of Uzbekistan (hereinafter called the Government) to hold the 43rd Annual Meeting of the Board of Governors of ADB in Tashkent, Uzbekistan;

WHEREAS on May 5, 2009, the Board of Governors of ADB, by Resolution No.339, accepted the said invitation; and

WHEREAS the Government and ADB recognize the need to start the preparations for the 43rd Annual Meeting in advance of the date set for such meeting and to agree on the basic responsibilities of each party in this task;

NOW THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS

In this Memorandum of Understanding,

- a. "Accompanying Persons" means persons accompanying all other categories of Participants to the Meeting;
- b. "ADB's Charter" means the *Agreement Establishing the Asian Development Bank*, which came into force on 22 August 1966, and as may be amended from time to time;
- c. "ADB Personnel" means the Governors, Alternate Governors, Directors, Alternate Directors, officers and employees of ADB, including the ADB Secretariat and experts performing missions for ADB;
- d. "Delegates" means representatives from members of ADB;
- e. "Guests" means all individuals and representatives of institutions invited by ADB to attend the Meeting, other than the Delegates, Media, NGOs and Observers;
- f. "Media" means representatives of the accredited media organizations invited by ADB to attend the Meeting;
- g. "Meeting" means the 43rd Annual Meeting of the Board of Governors of ADB and any ancillary meetings and seminars;
- h. "NGOs" means representatives of the accredited nongovernment organizations and other civil society organizations invited by ADB to attend the Meeting;

- i. "Observers" means representatives from nonmember countries of ADB, "sister" financial institutions, or other organizations that are invited by ADB to attend the Meeting;
- j. "Participants" means ADB Personnel, Delegates, Guests, Media, NGOs, Observers, Personal Assistants, and Accompanying Persons;
- k. "Personal Assistants" means interpreters or other persons assisting and accompanying Delegates to the Meeting; and
- l. "Requirements Manual" means the *Requirements Manual: Annual Meeting of the Board of Governors of the Asian Development Bank* dated September 2007, which has been prepared to serve as a guide to the requirements for an Annual Meeting, and as revised from time to time.

Capitalized terms not defined herein shall have their respective meanings in the Requirements Manual.

2. DATES OF THE MEETING

Arrangements shall be made for the Meeting to be held in Tashkent, Uzbekistan with the 43rd Annual Meeting of the Board of Governors of ADB taking place from **Monday, 3 May 2010**, through **Tuesday, 4 May 2010**, both inclusive, it being understood that ancillary meetings and seminars will be held commencing possibly as early as **1 May 2010**, and continuing throughout the Meeting.

3. OBLIGATIONS OF THE GOVERNMENT

a. Status and Entry Procedures

The Government confirms its acceptance of the legal status and privileges and immunities of ADB, and its Governors, Alternate Governors, Directors, Alternate Directors, officers and employees, including experts performing missions for ADB, accorded by ADB's Charter, in particular, Chapter VIII thereof, and shall continue to comply with its obligations under ADB's Charter. In particular, the Government shall assure expeditious entry procedures, including the issuance of visas to all ADB Personnel, when required and warranted for them to be present for the Meeting. The Government shall also assure expeditious entry procedures, including the issuance of visas when required and warranted, for any other Participants invited by ADB to be present for the Meeting.

b. Privileges and Immunities

- (1) Subject to the provisions set forth in Chapter VIII of ADB's Charter, property and assets of ADB, wheresoever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation, or any other form of taking or foreclosure by executive or legislative action. ADB's archives and, in general, all documents belonging to ADB or held by it, shall be inviolable, wherever located.

ADB, its assets, property, income, operations, and transactions shall be exempt from all taxation (whether national, provincial, city, municipal, or otherwise) and from all customs duties. ADB's exemption from all taxation extends to all indirect taxes, including any value-added, sales or similar tax that may be levied on the supply of goods, services, or accommodation to ADB, whether the tax is due by the seller or supplier or the purchaser. ADB shall also be immune from liability for the collection or payment of any tax or duty. Accordingly, the Government shall arrange to have admitted, and the exit permitted, free of duty and without inspection or recording, all property brought into or taken from Uzbekistan by or on behalf of ADB for the Meeting. Such property shall be identified by special shipping labels issued by ADB in collaboration with the Government.

- (2) Baggage belonging to ADB Personnel that is required for the Meeting and is identified by special luggage tags to be issued by ADB in collaboration with the Government shall be admitted free of any duty and taxes, and expedited through customs upon entry into and exit from Uzbekistan.
- (3) The admittance of personal baggage belonging to Participants other than ADB Personnel shall be facilitated and expedited through customs upon entry into and exit from Uzbekistan.
- (4) The admittance of any baggage belonging to the Delegates from the country that has proposed to host the ADB's Annual Meeting in 2011, and brought to the Meeting in connection with such hosting, shall be facilitated and expedited through customs upon entry into and exit from Uzbekistan.
- (5) The communications of ADB shall be accorded the same treatment as the official communications of foreign governments.

c. Services and Facilities for the Meeting

The Government shall provide the services and facilities for the Meeting as provided below, subject to any changes in requirements set forth in the Requirements Manual which will serve as the guide to the requirements of the Meeting. ADB has furnished to the Government copies of the Requirements Manual, which ADB will update as necessary.

The Government shall

- (1) Accommodation
 - (a) At its own expense, provide space for, and set up and dismantle, offices and meeting rooms at [insert name of venue] for ADB and the Delegates as required and agreed between ADB and the Government, or their respective designees.
 - (b) Arrange with various hotels, as specified by The Secretary of ADB or his designee, a sufficient number of rooms (up to about 3000 units) for hotel accommodation to be made available for all

Participants in the Meeting at the Participants' expense. Such accommodation shall include appropriate facilities of appropriate standard, and shall be provided at reasonable cost. Allocation of such accommodation among the different categories of Participants shall be determined by ADB.

(2) Transportation Services

Provide, at its own expense, local transportation services for the Participants as determined between ADB and the Government, or their respective designees.

(3) Local Staff

Provide, at its own expense, qualified local staff in accordance with the requirements set forth in the Requirements Manual.

(4) Supplies, Equipment and Services

Provide, without cost to ADB, supplies, furniture, equipment, utilities (including connections), communications facilities, and services required for offices and meeting rooms, in accordance with lists to be supplied by ADB. In general, the requirements shall be in accordance with the Requirements Manual. However, models and quantities may be modified as necessary to meet requirements.

(5) Security and Health Measures

(a) At its own expense

(i) provide fire protection and ambulance service at the site of the Meeting;

(ii) provide a medical room at [] staffed with a physician and a qualified nurse from 9:00 a.m. to 6:00 p.m. each day from Saturday, 1 May 2010, through Tuesday, 4 May 2010, or later if required; provide for a physician to be available on call during that part of the day when no physician is in the medical room; and make arrangements for the availability of dentists and other medical specialists to the Participants while in Tashkent; and

(iii) arrange adequate emergency medical facilities at the [insert name of airport] during the period Saturday, 1 May 2010 to Tuesday, 4 May 2010 all dates inclusive.

(b) Take all necessary measures for the safe passage of all persons referred to in paragraph 3(a) above in and out of Tashkent, and for the personal security of the Participants and the safety of their property and the property of ADB during their stay there.

(6) Insurance

For the entire duration of the Meeting, effect and maintain comprehensive general liability insurance (including automobile liability insurance) acceptable to ADB to cover the facilities and services within the scope of this Memorandum of Understanding, either by self-insurance or a private insurance carrier.

(7) Transportation and Storage of Equipment, Documents and Meeting Materials

Pay the cost of transporting and storing ADB's shipments within Uzbekistan.

(8) Traffic

Use its best efforts to expedite traffic flows between the site of the Meeting and the hotels where most of the Participants will be housed.

4. OBLIGATIONS OF ADB

ADB shall

- a. provide minor supplies and equipment, which it is agreed cannot or should not be furnished by the Government or as specified in the Requirements Manual;
- b. pay for communications initiated by ADB, including the actual charges for mail, cables, facsimile, and carrier traffic so initiated, as well as for leased lines for ADB between Tashkent, Uzbekistan and Manila, Philippines for data and facsimile traffic;
- c. pay for social events arranged by ADB;
- d. pay all transportation expenses for ADB's shipments to the port of entry into Uzbekistan and from there to Manila, Philippines; and
- e. be responsible for loss and damage to premises, furniture, equipment, and buildings placed at its disposal by the Government for use during the Meeting, except when such loss or damage is due to normal wear and tear or caused by circumstances beyond the control of ADB or by persons in the employ of the Government. ADB shall pay the cost of such additional insurance as it may purchase in connection with the Meeting.

5. COST SHARING ARRANGEMENTS

Except as may otherwise be agreed by the Government and ADB, costs incurred in providing the services and facilities or performing the other obligations set forth in this Memorandum of Understanding shall be borne by the relevant party, as set forth in the attached "Cost-Sharing Arrangements between the Host Government and Asian Development Bank for an Annual Meeting".

6. GENERAL PROVISIONS

- a. The undertakings of the Government under this Memorandum of Understanding shall be given effect in accordance with the relevant and applicable laws.
- b. None of the provisions of this Memorandum of Understanding shall be deemed to amend or modify ADB's Charter, or impair or limit the rights, immunities, privileges or exemptions provided for and specified in ADB's Charter.

7. CHANNELS OF COMMUNICATION

Channels of communication on matters related to the Meeting and to this Memorandum of Understanding shall be as follows:

- a. For the Government,

Mailing Address:

Ministry for Foreign Economic Relations, Investments and Trade
1, Shevchenko str., Tashkent, Uzbekistan, 100 029

Attention: Elyor Ganiyev
Minister

Facsimile Number:

(+998 71) 238-5200

Telephone Numbers:

(+998 71) 238-5000
(+998 71) 238-5123

Email Addresses:

laziz.kudratov@mfer.uz
alisher.mursaliyev@mfer.uz

For ADB,

Mailing Address:

6 ADB Avenue, Mandaluyong City
1550 Metro Manila, Philippines

Attention: Robert Dawson
The Secretary

Facsimile Numbers:

(+63-2) 636-2481
(+63-2) 636-2444

Telephone Numbers:

(+63-2) 632-4444
(+63-2) 632-5999

Email Address:

annualmeeting@adb.org

8. AUTHORITY

This Memorandum of Understanding shall be carried out, and all action deemed necessary in connection therewith shall be taken, by the Government and by The Secretary of ADB, or their respective designees.

9. ACTIVITIES OF PRIVATE SPONSORS

Provision of any financing, goods, or services in connection with an event at the Meeting by a private individual, company or other entity shall require the prior written concurrence of the Government and ADB.

10. DESIGNATION OF LIAISON OFFICERS

The Government shall appoint a Liaison Officer with ADB to be responsible for coordinating application of the pertinent measures for which the Government is responsible. To this end, he/she shall have available the necessary authority, resources and organizational means. The Government shall inform ADB of the identity of the Liaison Officer as soon as he/she has been appointed.

ADB appoints Robert Dawson, The Secretary of ADB, as its Liaison Officer with the Government. He shall be responsible for coordinating application of the measures for which ADB is responsible. To this end, he shall have available the necessary authority, resources and organizational means.

Each of the parties may change its Liaison Officer by so informing the other party previously in writing.

11. AMENDMENTS

This Memorandum of Understanding may be amended with the prior mutual written consent of ADB and the Government.

The Government and ADB shall cooperate to ensure that notice of any changes proposed to this Memorandum of Understanding shall be given as early as practicable and that best efforts shall be made to minimize the costs and to facilitate the smooth functioning of the Meeting and the preparation for it in a collaborative spirit.

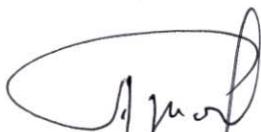
The Requirements Manual is an integral part hereof and may also be amended by an exchange of correspondence between the Liaison Officers appointed by the Government and by ADB.

12. EFFECTIVE DATE OF THIS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall enter into effect on the day of its signature.

IN WITNESS WHEREOF, two equally valid original English language copies of this document are signed by duly authorized representatives of ADB and the Government on this [] day of [] 2009.

FOR THE GOVERNMENT OF
THE REPUBLIC OF UZBEKHISTAN



Name: Rustam Azimov
Title: First Deputy Prime Minister,
Minister of Finance

FOR THE ASIAN DEVELOPMENT
BANK



Name: Robert Dawson
Title: The Secretary