REIMBURSABLE ADVISORY SERVICES AGREEMENT

(Support to Establish ASEAN Public-Private Partnership Program)

between

ASSOCIATION OF SOUTHEAST ASIAN NATIONS

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated June 4, 2014
AGREEMENT FOR REIMBURSABLE ADVISORY SERVICES

AGREEMENT dated the 4th day of January 2014 between ASSOCIATION OF SOUTHEAST ASIAN NATIONS (ASEAN) (the “Client”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the “Bank”) (individually, the “Party”, and, collectively, the “Parties”).

WHEREAS, the Client and the Commonwealth of Australia have entered into a Cooperation Arrangement (“Cooperation Arrangement”), dated June 1, 2009, and a Memorandum of Understanding (“Memorandum of Understanding”), dated July 23, 2009, in relation to Phase II of the ASEAN-Australia Development Cooperation Program (AADCP-II), and pursuant to which Cooperation Arrangement the Commonwealth of Australia has agreed to provide the Client a financial contribution towards implementation of the AADCP-II.

WHEREAS, as part of the execution of the Cooperation Arrangement and the Memorandum of Understanding, the Client has prepared a ASEAN Public-Private Partnership (PPP) Program, endorsed by the ASEAN Connectivity Coordinating Committee on January 30, 2014, and approved by the AADCP-II Joint Planning and Review Committee on March 4, 2014, and has met the requirements to engage the Bank to provide Reimbursable Advisory Services for purposes of said Program, all outputs of which services are intended to be acknowledged by the Client as being supported by the Commonwealth of Australia under the Cooperation Arrangement and the Memorandum of Understanding.

WHEREAS, the Client has requested the Bank to provide Reimbursable Advisory Services described in the Schedule to this Agreement (the “Reimbursable Advisory Services” or “RAS”) to support the establishment of the ASEAN Public-Private Partnership Program to support ASEAN member countries in leveraging private capital for financing projects identified under the Master Plan on ASEAN Connectivity.

NOW, therefore, the Parties agree as follows:

1. **Reimbursable Advisory Services.** The Bank shall provide to the Client the Reimbursable Advisory Services on the terms and conditions set out in this Agreement, including the Annex hereto, which constitutes an integral part hereof.

2. **Client Contacts.** In carrying out the Reimbursable Advisory Services, the Bank will work closely with the designated officers of the ASEAN Connectivity Division of the Secretariat of the Client. The Client will provide the Bank with the names and contact information of said designated officers.

3. **Payment.** The Client shall pay the Bank a fixed fee of nine hundred seventy two thousand five hundred seventy United States Dollars (US$972,570) in accordance with the following schedule of payment:

<table>
<thead>
<tr>
<th>No.</th>
<th>Amount of Installment</th>
<th>Event upon which Payment is Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>US$343,142.50</td>
<td>Three (3) weeks after issuance of written approval and acceptance by the Client of completion of Milestone No. 1: Inception Report in accordance with the table in Part A of the Schedule to this Agreement.</td>
</tr>
</tbody>
</table>
| (2) | US$194,514.00 | Three (3) weeks after issuance of written approval and acceptance by the Client of completion of:
- Milestone No. 2: Long-list of potential projects in accordance with the table in Part A of the Schedule to this Agreement.
- Milestone No. 3: Short-list of potential projects in accordance with the table in Part A of the Schedule to this Agreement. |
| (3) | US$243,142.50 | Three (3) weeks after issuance of written approval and acceptance by the Client of completion of:
- Milestone No. 4: Workshops in accordance with the table in Part A of the Schedule to this Agreement.
- Milestone No. 5: Road map for shortlisted projects in accordance with the table in Part A of the Schedule to this Agreement. |
| (4) | US$191,771.00 | Three (3) weeks after issuance of written approval and acceptance by the Client of completion of Milestone No. 6: Market test of short-listed projects in accordance with the table in Part A of the Schedule to this Agreement represented as a Summary Report detailing feedback of market reactions to shortlisted projects. |

4. **Effectiveness.** This Agreement shall become effective as of the day and year first above written, once it has been duly signed by both Parties.

5. **Expiration.** This Agreement shall expire on the day falling eighteen (18) months after the date of this Agreement unless it shall earlier be renewed with the mutual agreement of the Client and the Bank.

6. **Notices and Addresses.** (a) All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made when delivered by hand, mail, or facsimile to the signatories to this Agreement at their addresses as set out below or such other addresses as may be notified by either Party from time to time. Notices forwarded by registered mail shall be deemed to be delivered upon delivery. Notices made by facsimile transmission shall also be confirmed by mail, with their effective date being the date of initial transmission.

   (b) The following addresses are specified for the purposes of this Agreement:

   For the Client:

   ASEAN Connectivity Division
   ASEAN Secretariat
   70A Jalan Sisingamangaraja
   Jakarta 12110, Indonesia
IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the day and year indicated below.

ASSOCIATION OF SOUTHEAST ASIAN NATIONS

By: Somsak
Authorized Representative

Name: Umg Srengkong
Title: Director
Corporate Affairs Directorate
ASEAN Secretariat

Date: June 4, 2014

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: Randen
Authorized Representative

Name: Randeer Sudan
Title: Director (Acting)
Transport, Water, and Information and Communication Technology Department
Sustainable Development Vice Presidency

Date: May 23, 2014
A. *Reimbursable Advisory Services*

1. Except as the Client and the Bank may otherwise agree, the Reimbursable Advisory Services shall include the following activities and outputs:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>MILESTONE</th>
<th>OUTPUT</th>
<th>DESCRIPTION</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Carrying out of Public Private Partnership (PPP) project screening</td>
<td>No. 1: Development of an Inception Report</td>
<td>Inception Report</td>
<td>Preparation of an Inception Report through: (i) Carrying out an overview of PPP market trends in the ASEAN region. (ii) Carrying out a comparison and commentary, on a sector by sector basis, of PPP development in the ASEAN region as opposed to other major regions. (iii) Development and refinement of methodology for screening and prioritization of potential PPP projects, taking into account technical, economic, financial, commercial, and environmental and social impact and issues.</td>
<td>March 2014</td>
</tr>
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<td></td>
<td>No. 2: Establishment of a Long-list of potential projects</td>
<td>Long-list of potential projects</td>
<td>Carrying out a desk review to narrow down the list of projects in the Master Plan on ASEAN Connectivity and other ASEAN plans to identify a long-list of potential PPPs following screening and prioritization criteria agreed</td>
<td>May - June 2014</td>
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<tr>
<td>ACTIVITY</td>
<td>MILESTONE</td>
<td>OUTPUT</td>
<td>DESCRIPTION</td>
<td>COMPLETION DATE</td>
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<td>2. Prioritization of Candidate Projects</td>
<td>No. 3: Short-list of potential projects screened and prioritized</td>
<td>Short-list of potential projects</td>
<td>Carrying out of in-country visits and field work for the purpose of holding consultations to identify, gather information and discuss details of potential projects, and follow up meetings to confirm short-list of potential projects with ASEAN Member States. The short-listed potential projects will be assessed as per technical, economic, financial and commercial aspects, and environmental and social impacts.</td>
<td>June – October 2014</td>
</tr>
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<td></td>
<td>No. 4: Holding of workshop</td>
<td>Workshop</td>
<td>Organization and carrying out of a workshop with various stakeholders to present methodology for selection and prioritization of projects.</td>
<td>June 2014</td>
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<td>3. Preparation of Road map to take short-listed projects to market</td>
<td>No. 5: Preparation of Road map for short-listed projects</td>
<td>Road map for short-listed projects</td>
<td>(i) Provision of support to ASEAN member countries and potential project sponsors for the preparation of road maps for project readiness for market; (ii) presentation of project specific road maps including environmental and social impacts and issues; and (iii) prepare a contingent liabilities framework for potential projects.</td>
<td>November 2014- January 2015</td>
</tr>
<tr>
<td>ACTIVITY</td>
<td>MILESTONE</td>
<td>OUTPUT</td>
<td>DESCRIPTION</td>
<td>COMPLETION DATE</td>
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<td>No. 6: Market test of short-listed projects</td>
<td>Workshop</td>
<td>Carry out consultation with potential investors, lenders, sponsors and key public stakeholders to gauge their interest in participating in a workshop aimed at testing market readiness based on the road map. If requested, carry out a workshop with relevant stakeholders.</td>
<td>February – May 2015</td>
<td></td>
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</table>
2. Any change to the foregoing scope of work shall be set out in writing signed by the Client and the Bank, setting out the additional work to be undertaken and the fees in respect thereof.

3. The Bank will publish, in consultation with the Client, hard copies of the ASEAN Connectivity Report for further distribution. The Bank will also post said Report on its own website(s), and/or post cross-links to said Report and other relevant materials as published on the ASEAN website.

B. **Timetable.** Except as the Client and the Bank may otherwise agree, the Bank shall endeavor to perform the Reimbursable Advisory Services in accordance with the tentative timetable set forth in the table in Part A.1 of this Schedule.

C. **Bank Personnel.** The following is an indicative list of the persons likely to be involved in carrying out the Reimbursable Advisory Services:

1. Jordan Schwartz, Manager, Infrastructure Policy Unit
2. Cledan Mandri-Perrott, Lead Financial Officer
3. Towfiqua Hoque, Senior Infrastructure Specialist
4. Anjali Acharya, Senior Environmental Specialist
5. Franz Gerner, Senior Energy Specialist
6. Natasha Beschorner, Senior Information and Communications Specialist
7. Arturo Ardila, Lead Transport Specialist
8. Huong Quynh Pham, Senior Liaison Officer
9. Paul Vallely, Senior Transport Specialist
10. Fernanda Ruiz Nunez, Senior Economist
11. Jyoti Bisbey, Infrastructure Finance Specialist
12. Alexander N. Jett, Infrastructure Finance Analyst

D. **Counterparts and Facilities.** The Client shall carry out the following activities and provide the following facilities in support of the Reimbursable Advisory Services, namely, the Client shall extend its coordination efforts across all ASEAN member countries and sectoral bodies concerned with the subject matter of the Reimbursable Advisory Services as required for purposes of the Reimbursable Advisory Services, and ensure that the ASEAN member countries and sectoral bodies provide to the Bank all such information at both national and regional levels as the Bank shall reasonably request for purposes of the data collection and analytical work required for the carrying out of the Reimbursable Advisory Services.
ANNEX

Standard Terms and Conditions

1. **Performance Standard; Non-Exclusivity.** The Bank shall hereby carry out the Reimbursable Advisory Services with the same care and diligence as it uses in its other analytical and advisory activities. The engagement of the Bank as adviser to the Client hereunder is non-exclusive and shall not restrict the Client from engaging other advisers on the same or related issues.

2. **Bank Personnel.** The Bank shall, in its sole discretion, determine the composition of the staff (including staff holding consultant appointments) ("Bank Personnel") assigned to perform the Reimbursable Advisory Services. The Schedule to this Agreement contains an indicative list of Bank Personnel likely to be involved in carrying out the Reimbursable Advisory Services; provided, however, that the Bank retains at all times the right to assign such other person or persons in addition to, or substitution for, any of the persons appearing on that list as the Bank may deem necessary or appropriate in the performance of its duties hereunder. The Client may, if it has reasonable cause for dissatisfaction with the performance of any of the Bank Personnel, request the Bank to replace such person(s). For avoidance of doubt, it is agreed and understood that this Agreement does not create any employment or other contractual relationship between the Client and Bank Personnel.

3. **Client Contributions.** The Client shall carry out the activities and provide the facilities and other arrangements set out in the Schedule to this Agreement.

4. **Bank Operational Policies.** The Bank shall provide its advice in a manner consistent with its relevant environmental and social safeguards policies.

5. **Records.** The Bank shall keep appropriate records of the Reimbursable Advisory Services in accordance with its normal record-keeping practices and shall furnish to the Client such information regarding the Reimbursable Advisory Services as the Client shall reasonably request.

6. **Intellectual Property.** The intellectual property rights of the Parties in any of their pre-existing reports, studies, analyses or other documents used by the Bank in connection with the Reimbursable Advisory Services shall remain with that Party. The intellectual property rights in new materials prepared by the Bank in connection with the Reimbursable Advisory Services shall belong to the Client; provided, however, that the Bank shall have the global, non-exclusive, perpetual (for the duration of the copyright), fully sub-licensable and royalty-free right to use, copy, display, distribute, publish and create derivative works of all or part of these materials and incorporate the information therein in its research, papers, publications, web sites, and other media without the consent of the Client, subject to the limitations on disclosure of confidential information and any third-party rights.

7. **Representation of the Parties’ views and use of the Parties’ names, marks and logos**
   
   (a) Each of the Parties agrees that it shall not represent, or permit the representation of, the other Party’s views without the prior written consent of the other Party.

   (b) Each of the Parties further agrees that it shall not use, or permit the use of the other Party’s name, marks or logos in any advertisements, promotional literature or information without
the prior written consent of the other Party, and that if such consent is provided, it shall use the name, marks and logos strictly in accordance with the permission provided and with the insertion of the other Party's usual disclaimers.

(c) Both Parties shall include the appropriate attribution and disclaimers in new materials prepared in connection with the Reimbursable Advisory Services that the views expressed by the author(s) do not necessarily reflect those of the Bank, its Board of Executive Directors or the governments they represent.

8. **Confidentiality.** The Parties agree that this Agreement, the outputs set out in the Schedule to this Agreement, and any other documents provided or generated in connection with this Agreement shall only be made available to the public after both Parties have granted their written consent to such disclosure. For this purpose, each of the Parties hereby authorizes the other Party to disclose and distribute, publish or otherwise disseminate this Agreement, the outputs set out in the Schedule to this Agreement in their final form, and any other documents in their final form or their related information, provided or generated in connection with this Agreement; provided, however, that the providing Party, in its reasonable discretion, may designate in writing any information provided or generated by it as proprietary or confidential. Any document that includes information so designated must be clearly marked as confidential on the document cover by the providing Party. The receiving Party may distribute, publish, disseminate or otherwise disclose such document or information contained within only after the providing Party has given its prior written consent.

9. **Disclaimers and Liabilities**

(a) While the Bank will make diligent efforts in its performance of the Reimbursable Advisory Services, the Bank makes no express or implied representation or warranty as to the accuracy, completeness or sufficiency of any reports, documents, analyses, memoranda or other information, including any projections or estimates contained therein, prepared by or with the assistance of the Bank or Bank Personnel, nor as to the extent of success that may be achieved in the implementation of any recommendation contained therein.

(b) Without limitation to the immunities and privileges of the Bank under its Articles of Agreement and other applicable rules of international law, the Bank shall not be liable to the Client, or other third party for any loss, cost, damage or liability that the Client shall incur as a result of the Reimbursable Advisory Services, unless those result from the gross negligence or willful misconduct of the Bank or Bank Personnel. Notwithstanding anything herein, the Bank's liability, if any, to the Client hereunder shall not extend to any indirect, punitive or consequential damage, loss of profit or loss of opportunity, nor shall it exceed the amount of the professional fees received by the Bank for its account under this Agreement.

(c) The Parties acknowledge and agree that it is not the purpose of this Agreement to create a partnership, joint venture or similar arrangement whereby the Parties could be held jointly liable vis-à-vis third parties or for any other purposes. Nothing herein shall constitute a commitment by the Bank to provide financing to the Client in respect of a project or otherwise.

10. **Governing Law.** This Agreement is governed by, and shall be construed in accordance with, the laws of New York.
10. **Settlement of Disputes.** The Parties will endeavor in good faith to resolve any differences and disputes under, or in connection with, this Agreement by amicable settlement. Any dispute arising out of or in connection with this Agreement which is not settled by agreement of the Parties shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date of this Agreement. In the event of a conflict between the UNCITRAL Arbitration Rules and the terms of this Agreement, the terms of this Agreement shall govern. The place of arbitration shall be Singapore, and the language of arbitration shall be English.

11. **Privileges and Immunities; Tax Immunity.** Each Party recognizes and shall take all reasonable steps to give effect to the status, immunities and privileges of the other Party and its respective staff / Personnel, as set forth in the respective Party's constituent documents or other applicable rules of international law. The Parties acknowledge and agree that no provision of this Agreement, nor the submission to arbitration by any Party, in any way constitutes or implies a waiver, renunciation, termination, or modification of any privilege, immunity or exemption of any Party accorded by the respective Party's constituent documents or other applicable rules of international law. This includes, inter alia, the immunity of the Parties, their assets, income and their operations and transactions, from all taxation and customs duties.

12. **Amendments.** Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by the Parties.

13. **Saving of Rights.** No course of dealing and no failure or delay by any Party in exercising any power, remedy, discretion, authority or other right under this Agreement shall impair, or be construed to be a waiver of or an acquiescence in, that or any other power, remedy, discretion, authority or right under this Agreement, or in any manner preclude its additional or future exercise.

14. **Successors and Assignees; No Assignment without Consent.** This Agreement binds and benefits the respective successors and assignees of the Parties, provided that none of them may assign this Agreement in whole or in part without the prior consent of the other.

15. **Entire Agreement and Counterparts**

   (a) This Agreement, together with the Schedule and the Annex, constitutes the entire agreement among the Parties and supersedes any and all prior agreements, understandings and arrangements, oral or written, between the Parties with respect to the subject matter hereof.

   (b) In case of any conflict between the terms of the Schedule to this Agreement and those of this Agreement, the terms of this Agreement shall prevail.

   (c) This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute the same agreement.

16. **Cooperation**

   (a) The Parties shall at all times provide each other in a timely manner with any and all information that may affect the performance of the Reimbursable Advisory Services, inform each
other of any developments relating to the Reimbursable Advisory Services, and do all things necessary to enable the carrying out of the Reimbursable Advisory Services hereunder.

(b) It is expressly agreed and understood that the Bank shall bear no responsibility for delay in performance occasioned by the Client’s failure to provide its contribution as set forth in Section 3 of this Annex or otherwise cooperate as set forth in paragraph (a) above.

17. **Termination**

(a) Either the Client or the Bank may terminate this Agreement prior to its expiration upon ninety (90) days’ written notice to the other. Upon receipt of such notice, the Parties shall take all appropriate steps to terminate in an orderly manner the activities then ongoing under the Reimbursable Advisory Services and to settle promptly all outstanding matters.

(b) Notwithstanding termination or expiration of this Agreement, the provisions of this Agreement relating to (i) obligations of confidentiality and indemnity under Sections 8 and 9 of this Annex, respectively, (ii) the obligations spelled out in Sections 6 and 11 of this Annex, and (iii) the obligation of the Client to pay to the Bank remuneration for the Reimbursable Advisory Services performed prior to the date of termination or expiration of the Agreement, as well as reimbursement of any reasonable costs related to the termination of the Agreement by the Client, shall continue in full force and effect.