

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into on this eleventh day of November, 2024 (“Effective Date”), by the Tokyo Metropolitan Government (“Tokyo”) and the City of New York (“NYC”), together referred to herein individually as a “Party” and collectively as “the Parties”.

WHEREAS the purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties on five specific topics related to infrastructure development: construction delivery best practices; resilient and sustainable technology, specifically building material innovation; sophisticated maintenance and renewal of infrastructure; advancement of urban transportation; and water management best practices including stormwater, waste and wastewater treatment.

WHEREAS the Parties are committed to promoting environmentally friendly practices, enhancing construction efficiency, reducing costs, and improving the longevity and reliability of infrastructure systems through innovative approaches.

NOW THEREFORE, the Parties agree to cooperate in the following areas:

1. The Parties will establish working groups for sharing relevant knowledge, research findings, and best practices in advance to help facilitate conversation through electronic means, and video conferences when feasible, on the following five specific topics:
 - A. **Construction Delivery Best Practices:** The Parties will exchange best practices related to construction delivery methods, including alternative procurement models, prefabrication, modular construction, and off-site construction techniques. Emphasis will be placed on large-scale infrastructure projects such as highways and bridges. Both cities will collaborate to identify innovative approaches to enhance construction efficiency, reduce costs, and improve project outcomes.
 - B. **Resilient and Sustainable Technology, specifically Building Material Innovation:** The Parties will share best practices and expertise on resilient and sustainable technology, specifically building material innovation. This includes circularity in construction/demolition waste management, the reuse of durable materials like asphalt and concrete, stormwater management using porous materials and advanced pavement technology to combat climate change and enhance flood protection, and technologies that contribute to the development of green infrastructure and stormwater runoff control. The Parties will work together to promote environmentally friendly practices and technologies in infrastructure development.
 - C. **Sophisticated Maintenance and Renewal of Infrastructure:**
 - a. The Parties will share lessons learned and expertise on innovation in operations and maintenance, focusing on tools for prioritizing ‘state of good repair’ and capital planning. Both Parties will share insights and

expertise on application of technologies for asset management, for example the use of sophisticated management methods for below-ground infrastructure work, such as the conditions assessment, inspection, maintenance, and renewal of sewer pipes. The Parties will work together to promote best practices that enhance the longevity and reliability of infrastructure systems through advanced maintenance, rehabilitation, and construction strategies.

- b. The Parties will exchange strategies and considerations for maximizing the use of current infrastructure, emphasizing the repurposing of buildings and urban facilities. The Parties will focus on best practices and policies to diversify uses within existing office spaces, transforming them into mixed-use areas like residential and startup offices through renovation and conversion techniques as well as efforts to transform unused infrastructure into walkable park space.

D. **Advancement of Urban Transportation:** The Parties will exchange strategies and considerations for enhanced multimodal transportation, including improved convenience for both passengers and freight. This will include discussion of freight strategies to reduce vehicle miles traveled, including water transportation, as well as cargo bike, e-bike, and bicycle infrastructure to support diversity of safe and convenient options. The Parties will discuss considerations for extending railway networks, particularly focused on transit-oriented development and innovation to address urban construction constraints as well as operations for streamlined and efficient commuting.

E. **Water Management Best Practices, including Stormwater, Waste, and Wastewater Treatment:** The Parties will exchange strategies and best practices for effective water management, including stormwater, waste, and wastewater treatment, encompassing the entirety of the urban water cycle, including drinking water, wastewater, groundwater, surface water and stormwater.

2. **Enforceability:** This MOU does not create any binding or enforceable obligations (legal or otherwise) between the Parties. It is merely an expression of intent by the Parties to cooperate for the purposes outlined in this MOU.

3. **Term:** This MOU shall be in effect for two (2) years from the Effective Date. A Party may terminate this MOU, provided that written notice is given to the other Party ten (10) days in advance. In the event of termination or conclusion of the MOU, the confidentiality shall remain in full force and effect.

4. **Ownership, Use, and Disclosure of Information:**

A. Information and work product produced by a Party shall remain the property of that Party. The Parties do not intend and will not be producing any joint work product.

- B. The Parties recognize that if any materials are produced pursuant this MOU, those materials may be publicized if all of the following requirements are met:
 - i. Both Parties must provide advance written approval, which must be requested in writing a minimum of thirty (30) days prior to the publication date.
 - ii. The publication must acknowledge the collaboration of the Parties.
 - iii. The publication is in accordance with the current policies of each Party.
 - C. The Parties agree that they will not share any information when the sharing of such information would violate any law or existing contract obligation that is binding upon the Party in possession of such information. The Parties do not intend to and will not share any information that is confidential, restricted, or sensitive. NYC will not share any information that contains identifying information as that term is defined in section 23-1201 of the Administrative Code of the City of New York. The Parties agree that any information provided will only be used to the purpose of this MOU. The Parties agree that that only persons who will have access to the information shared pursuant to this MOU will be those that have a need to access the information to perform the purpose pursuant to this MOU.
 - D. Each Party must receive the advance written permission of a duly authorized representative of the other Party prior to making any representations regarding work produced pursuant to this MOU, including but not limited to producing public events, activities, documents, policies, practices or procedure involving or referencing the other Party. Written permission shall be requested in writing a minimum of thirty (30) days before the desired publication date.
5. Any notice or request required or permitted to be given or made under this MOU shall be in writing to the contacts specified below:

For the Tokyo Metropolitan
Government:

KOIKE Yuriko
Governor of Tokyo
Tokyo Metropolitan Government Building
2 Chome-8-1 Nishishinjuku
Shinjuku City, Tokyo 163-8001, Japan

For the City of New York:

Eric Adams
Mayor of New York,
City Hall
New York, NY, 10007

6. No Third-Party Beneficiary. This MOU between the Parties is not intended to create any benefit or interest in any third party.

7. No Assignment. This MOU may not be assigned, in whole or in part, except pursuant to a written instrument signed by both of the Parties.
8. Financial Expenses and Liability. Each Party shall bear its own expenses, in accordance with each Party's laws, rules and regulations.
9. This MOU has been made in duplicate in English and Japanese, both equally authentic. Both Parties shall hold one copy of each text.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

MATSUMOTO Akiko
Vice Governor of Tokyo

Miira Joshi
Deputy Mayor for Operations