



BANCO DE DESARROLLO DE AMÉRICA LATINA

MEMORANDUM OF UNDERSTANDING

BETWEEN

NEW DEVELOPMENT BANK

AND

CORPORACIÓN ANDINA DE FOMENTO

ON

STRATEGIC COOPERATION

September 9, 2016



BANCO DE DESARROLLO DE AMÉRICA LATINA

The New Development Bank (“NDB”) and Corporación Andina de Fomento (“CAF”) hereinafter referred to in the plural as the “Parties” and in the singular as a “Party”;

WHEREAS NDB is a multilateral development bank, established under the Agreement on the New Development Bank, between the Governments of the Federative Republic of Brazil, the Russian Federation, the Republic of India, the People’s Republic of China and the Republic of South Africa, (“BRICS”), signed on 15 July 2014, with the purpose of mobilising resources for infrastructure and sustainable development projects in BRICS and other emerging economies and developing countries. NDB has its headquarters at Shanghai, the People’s Republic of China;

WHEREAS NDB is authorized to utilize resources at its disposal to support infrastructure and sustainable development projects, public or private, in the BRICS and other emerging market economies and developing countries, through the provision of loans, guarantees, equity participation and other financial instruments;

WHEREAS CAF is a multilateral financial institution that mobilizes resources from international markets to Latin America in order to provide multiple financial services to public and private sector clients in shareholder countries. Headquartered in Caracas, Bolivarian Republic of Venezuela, CAF was established in 1968.

WHEREAS CAF offers financial and related products and services to the governments of, and public and private institutions, corporations and joint ventures in, its shareholder countries. Primarily, CAF provides short, medium and long-term loans and guarantees. To a lesser extent, CAF also participates as a limited equity investor in corporations and investment funds, and provides technical and financial assistance, as well as administrative services, for certain regional funds;

WHEREAS within the overarching strategic framework of each organization, NDB and CAF foresee several potential areas for collaboration and complementary work to promote and support environmental, social and economic development in the Parties’ shareholder countries;

WHEREAS the Parties desire to formalize their commitment to work together and explore and identify specific areas of potential cooperation within the mandate of both Parties;

NOW THEREFORE the Parties have reached the following understanding:

ARTICLE 1

Objective

The purpose of this Memorandum of Understanding (“MoU”) is to establish a non-exclusive framework of cooperation between NDB and CAF and to facilitate collaboration between the Parties in order to promote joint programs and projects in areas that are of direct relevance to the mandate of each Party, as set forth in Article 2 below. These and any other activities agreed to between the Parties will be subject to their respective internal policies, procedures and approvals.



ARTICLE 2

Areas of Cooperation

It is envisaged that the areas of cooperation may include:

- (a) Exchange of information and consultation, as necessary and appropriate, in the areas of sustainable infrastructure, energy, water and sanitation, environment, and any other areas to which the Parties jointly agree;
- (b) Capacity building initiatives, research, as well as the convening of seminars and workshops to promote knowledge sharing and institutional capabilities and economic development in the Parties' member countries;
- (c) Promotion of co-financing for development projects in countries of mutual interest, subject to the mandate and policies of each of the Parties and geographic restrictions of their activities;
- (d) Provision of technical assistance in countries of mutual interest;
- (e) Exchange of human resources, such as researchers and experts, to support collaborative programs and projects of common interest and agreed to by both Parties; and
- (f) Other programs, projects, services and facilities to be determined by the Parties in accordance with their respective mandates.

ARTICLE 3

Disclosure and Publicity

The Parties recognize that the cooperation arrangements may be publicized, both within each of their organizations and to the public in accordance with their respective policies on disclosure of information and any legal regulations under which they operate, if applicable.

ARTICLE 4

Confidential Information

Unless otherwise previously agreed in writing or as required to be disclosed by law, all information received by CAF or NDB from the other Party shall be treated as confidential by the receiving Party. The information supplied by one Party to the other Party will remain the property of the originating Party. Confidential information disclosed by one Party to the other Party shall be handled by the receiving Party with no lesser standard of care than it would use in handling its own confidential information.

3.1 Disclosure of the confidential information shall be allowed under the following circumstances:

- 3.1.1 with the consent of the disclosing Party;
- 3.1.2 pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial or administrative or legislative body;



- 3.1.3 disclosure to: (a) the subsidiaries and affiliates of the relevant Party and their officers, directors, employees and professional advisers to the extent strictly necessary for the purpose of this MoU, and (b) to the auditors of any subsidiaries and affiliates of the relevant Party, all of the above provided they all treat such information confidentially (although the relevant Party shall be responsible for any unauthorized disclosure);
- 3.1.4 where disclosure is required by the rules of any stock exchange on which the securities of the relevant Party are listed; or
- 3.1.5 where disclosure is required by any laws or regulations applicable to CAF or NDB.

ARTICLE 5 Meetings and Costs

1. In order to facilitate effective implementation of the MoU, the representatives of the Parties may meet annually at the Executive Management or working level. The Parties may discuss progress on the various areas of cooperation, including the identification of priorities, the creation of work plans as well as the identification of further areas for collaboration.
2. Unless otherwise agreed by the Parties, all the costs pertaining to cooperation pursuant to this MoU will be borne by the respective Parties.

ARTICLE 6 Further Arrangements

The Parties may conclude subsidiary agreements or arrangements relating to specific areas of cooperation. These agreements or arrangements may include the nature, scope, fees and costs, as agreed by the Parties.

ARTICLE 7 Obligations of the Parties

1. Notwithstanding Article 4 herein, the present MoU is not intended to impose any rights or obligations on the Parties. In particular, this MoU does not represent any commitment to provide funding and/or other resources on the part of the Parties in regards to any matters contemplated herein or otherwise. Any such commitment, if agreed to by both Parties, will be reflected in separate agreements that may be entered into by the Parties under the auspices of this MoU. Nothing contained herein confers any rights or obligations on any third party.
2. This MoU does not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this MoU or otherwise.



BANCO DE DESARROLLO DE AMÉRICA LATINA

ARTICLE 8

Channel of Communications and Notice

1. Any notice or other communication under this MoU will be in writing and in English and shall be deemed to have been duly given or made when it has been delivered by hand, internationally recognized courier, e-mail or telefax, as the case may be, by either Party to the other at the appropriate address specified below or at such other address as either Party may hereafter notify in writing to the other Party:

For CAF:

Corporación Andina de Fomento
Av. Enrique Canaval y Moreyra 380,
Torre Siglo XXI, piso 13, San Isidro (Lima 27)
Republic of Perú

Attention: Felix Bergel - Director of Institutional Funding
Phone: +511 710-8534
Fax: +511 716-9885
e-mail: fbergel@caf.com

For NDB:

New Development Bank
36th Floor, Oriental Financial Center
333, Lujiazui Ring Road, Pudong, Shanghai
China

Attention: Paulo Nogueira Batista - VP Economic Research, Strategy, Partnerships & CRO
Phone: +86 21 80211812
Fax: +86 21 80211990
e-mail: pnogueirabatista@ndb.int

2. Either Party hereto may, by prior notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in clause 6.1 above.

ARTICLE 9

Dispute Settlement

Any dispute between the Parties arising out of the interpretation or implementation of this MoU shall be settled amicably through consultation or negotiation between the Parties to the dispute.



BANCO DE DESARROLLO DE AMERICA LATINA

ARTICLE 10
General Provisions

Nothing set forth in this MoU may or shall be construed as a waiver of the privileges and immunities which the Parties enjoy by virtue of the international agreements and/ or applicable laws.

ARTICLE 11
Entry into Force, Duration, Amendment and Termination

1. This MOU will enter into force on the date of the written notification by NDB to CAF of NDB's compliance with its internal procedures necessary for conclusion and implementation of the MoU.
2. The MoU will remain in force for a period of four (4) years and will be automatically renewed for successive four (4) year periods, unless one Party proposes to review its terms and conditions or terminate it.
3. Either Party may terminate this MoU by prior written notification of not less than sixty (60) days to the other Party of its intention to do so with no requirement to justify said termination. Unless otherwise accepted, the termination of this MoU will not affect contractual obligations that have been separately entered into by either or both Parties under this MoU.
4. This MoU may be amended by mutual written consent of the Parties.

IN WITNESS WHEREOF, the Parties, each acting through its duly authorized representative, have signed this MoU in two (2) original counterparts in the English language, in Washington D.C., United States of America, as of the day and year first set forth above.

NEW DEVELOPMENT BANK

K.V. Kamath
President

CORPORACION ANDINA DE FOMENTO

L. Enrique Garcia
Executive President