



MEMORANDUM OF UNDERSTANDING

between

THE NEW DEVELOPMENT BANK

and

THE DEVELOPMENT BANK OF SOUTHERN AFRICA

on

GENERAL COOPERATION

MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “Memorandum”) between the Development Bank of Southern Africa (hereinafter referred to as “DBSA”) and the New Development Bank (hereinafter referred to as “NDB”) (hereinafter separately referred to as a “Party” and jointly referred to as the “Parties”).

WHEREAS, DBSA is a state-owned development finance institution, duly established under the laws of the Republic of South Africa, with the purpose to advance development impact in South Africa and the rest of the African continent by expanding access to development finance and effectively integrating and implementing sustainable development solutions to: a) Improve the quality of life of people through the development of social infrastructure, b) Support economic growth through the investment in economic infrastructure, c) Support regional integration, and d) Promote sustainable use of scarce resources.

WHEREAS, NDB is a multilateral development bank, established by 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 (hereinafter jointly referred to as “BRICS”) to mobilize resources for infrastructure and sustainable development projects in BRICS and other emerging economies and developing countries, complementing the existing efforts of multilateral and regional financial institutions for global growth and development.

WHEREAS, the Parties acknowledge the benefits of cooperation between them for the realization of their shared objectives;

WHEREAS, the Parties recognize their common interest in promoting economic and social development according to their respective mandates;

NOW, THEREFORE, the Parties intend, via this Memorandum, to establish a framework for strategic, technical and operational cooperation between them in accordance with the principles and objectives set forth below:

ARTICLE 1 OBJECTIVE

The objective of this Memorandum is to formalize a framework of cooperation between the Parties and to promote initiatives in areas of common interest. All the initiatives proposed under this Memorandum and any other activities agreed to between the Parties shall be subject to the respective internal objectives, functions, policies and procedures of the Parties.

ARTICLE 2 AREAS OF COOPERATION

1. The Parties may cooperate by various means, in accordance with their respective mandates, policies and strategies including, but not limited to:
 - a) Early identification, preparation, co-financing and other forms of joint participation in financial assistance for sustainable development and infrastructure projects in countries of mutual interest, subject to geographic restrictions of their activities;
 - b) Exploring and pursuing opportunities in treasury management cooperation;
 - c) Conducting periodic consultations to coordinate operations and activities;
 - d) Performing analysis or research on macroeconomics, industries, and other fields of mutual interest;
 - e) Exchange of information and promotion of knowledge-sharing to benefit from each other's experience, resources and expertise. Potential areas of cooperation may include: (i) economic, financial and business information on areas of common interest; (ii) information with respect to processing of potential projects for co-financing; and (iii) mitigation and management of risks arising from project financing;
 - f) Strengthening exchanges in areas of mutual interest, including, but not limited to clean transportation, renewable energy, energy efficiency, sustainable water management and sewage treatment; and
 - g) Providing mutual training and development of staff through collaboration, secondments and staff exchange programs.
2. In the context of such cooperation the Parties will endeavor to share their country and sector expertise.

ARTICLE 3 FORMS OF COOPERATION

1. Operational Cooperation

Proposed cooperation will include exploring options for the Parties to fund, invest in, or co-finance projects or to support other collaborative investment activities within the agreed areas of cooperation. Any funding, investment or co-financing must comply with each Party's respective investment and financial criteria and requirements.

2. Treasury Management Cooperation

The Parties intend to study opportunities for treasury management cooperation.

3. Exchange of Experience and Knowledge Sharing

The Parties intend to strengthen the impact and quality of their respective activities and to develop innovative solutions to common challenges. The Parties may, where appropriate, engage in expert dialogue and undertake staff secondments or exchanges, as well as other such activities, to maximize the exchange of skills and experience. The Parties will also seek to exchange relevant information and materials on matters of common interest.

4. Other forms of cooperation may be determined in writing by the Parties at a later time.

ARTICLE 4 COORDINATION AND COMMUNICATION

The activities within the framework of this Memorandum are to be led by the contact points listed below. Any notice or other communication to be given or made under this Memorandum will be addressed and sent to the respective contact point or at such other address as either Party designates by notice to the other Party:

For DBSA:

Name: Petunia Zwane, Ms

Position: Executive Coordinator – Office of the CEO

Address: 1258 Lever Road, Headway Hill, Midrand, 1685, Republic of South Africa

Phone: +27 11 313 3382

Fax: +27 11 206 3382

E-mail: petuniaz@dbsa.org

For NDB:

Name: Sergio Gusmao Suchodolski, Mr

Position: Director General, Strategy and Partnerships

Address: 33rd Floor, BRICS Tower 333, Lujiazui Ring Road, Pudong Shanghai 200120

Phone: +86 21 8021 6147

E-mail: suchodolski.sergio@ndb.int

ARTICLE 5 MEETINGS

In order to accomplish the objectives of this Memorandum the Parties may arrange, in accordance with each Party's relevant internal rules, meetings and other activities to establish direct contact between them with a view to exchange information on a regular basis.

ARTICLE 6 COSTS

Each Party is responsible for the costs of its participation in meetings and all cooperative activities carried out within the framework of this Memorandum, unless specified otherwise in writing in separate agreements. The conduct of cooperative activities under this Memorandum is subject to the availability of funds, technical resources, and personnel of each Party.

ARTICLE 7 EXCHANGE OF INFORMATION AND CONFIDENTIALITY RESTRICTIONS

The Parties herein agree that the information delivered under this Memorandum is subject to the applicable laws, programs and policies of the Parties and, specifically, to laws regulating banking secrecy and regulations to which each Party may be subject. Unless otherwise agreed and required to be disclosed by law and/or regulation, all information received by each Party under this Memorandum shall not be disclosed without the prior written consent of the other Party to any third party.

ARTICLE 8 FURTHER ARRANGEMENTS

In the event that opportunities for activities or projects are identified in the course, or as a result, of the cooperation between the Parties, any such activity or project would need to be reflected in separate arrangements or agreements that may be entered into from time to time by the Parties.

ARTICLE 9 NON-BINDING NATURE

1. Notwithstanding anything herein to the contrary, this Memorandum reflects the views and intentions of the Parties to cooperate on a non-exclusive basis, expressed in good faith but without the creation of any legal or financial rights and/or obligations whatsoever or the incurrence of any liability on the part of either of them. Nor shall any third party obtain any legal benefit from this Memorandum.
2. This Memorandum does not represent an offer, promise, undertaking or commitment on the part of either Party to finance all or part of any activity or project identified in or pursuant to this Memorandum.
3. Nothing in this Memorandum will limit the right of, or prevent the Parties from entering into memoranda or arrangements with other parties with respect to any activity, project or area of cooperation covered by this Memorandum.

**ARTICLE 10
GENERAL PROVISIONS**

1. The Parties shall promote cooperation based on the principles of equality, mutual benefit, respect and trust pursuant to the established international banking practice.
2. All collaboration, projects and activities to be pursued under this Memorandum will be subject to the independent decision-making processes of each Party, including their respective applicable policies, procedures, rules, objectives and approval requirements.
3. Nothing in this Memorandum will constitute nor be construed as a waiver renunciation or other modification of any of the immunities, privileges and exemptions enjoyed by the Parties under any treaty, international or domestic laws.
4. The Parties recognize that this Memorandum may be publicized in accordance with their respective policies on disclosure of information.

**ARTICLE 11
DISPUTE SETTLEMENT**

Any dispute arising out of, or in connection with, the interpretation or application of any provision herein contained in this Memorandum will be settled amicably through consultations.

**ARTICLE 12
EFFECTIVENESS, AMENDMENT AND TERMINATION**


1. This Memorandum shall be duly signed by both Parties and will enter into force on the date of its signature. This Memorandum may be amended in writing by mutual agreement of the Parties.
2. Each Party may terminate this Memorandum upon ninety (90) days' prior written notice to the other Party.
3. This Memorandum will remain in effect for three (3) years from the date of the signature of the Parties and will be automatically renewed for successive three (3) year periods, unless one Party proposes to terminate it.
4. The termination of this Memorandum will not affect the completion of any project undertaken by the Parties prior to the termination thereof, or the full execution of any cooperation activity that has not been fully executed at the time of termination, unless otherwise agreed in writing.

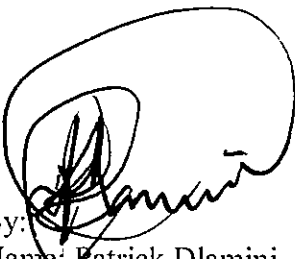
IN WITNESS WHEREOF, NDB and DBSA, each acting through its duly authorized representative, have signed this Memorandum in two originals, in the English language.

Done at Shanghai, People's Republic of China, on this 28th day of May 2018.

For New Development Bank

For Development Bank of Southern
Africa

By: 
Name: Kundapur Vaman Kamath
Title: President
Date: 05.28.2018

By: 
Name: Patrick Dlamini
Title: Chief Executive Officer
Date: 05.28.2018

