



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NEW DEVELOPMENT BANK

AND

THE AFRICAN DEVELOPMENT BANK

OCTOBER 18, 2019

[Handwritten signature]
AAA

MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “Memorandum”) between the African Development Bank (hereinafter referred to as the “AfDB”) and the New Development Bank (hereinafter referred to as the “NDB”) hereinafter each separately referred to as a “Party” and jointly referred to as the “Parties”.

WHEREAS, AfDB is a multilateral development bank established to contribute to the sustainable economic development and social progress of its regional members individually and jointly, thus contributing to poverty reduction. AfDB is committed to scaling up investment and implementation of its Ten Year Strategy 2013-2022 (hereinafter referred to as “TYS”) by zeroing in on five priority operational areas: Light up and Power Africa, Feed Africa, Industrialize Africa, Integrate Africa and Improve the Quality of life for the people of Africa (hereinafter referred to as “High 5s”);

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:

AAA
16

**SECTION 1
PURPOSE**

Given the respective mandates and strengths of both institutions, the purpose of this Memorandum is to establish a general framework to promote collaboration between the Parties in countries of common interest, with a particular focus on infrastructure and sustainable development.

**SECTION 2
AREAS OF COOPERATION**

- 2.1 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. Sectors would include, but not be limited to: (i) clean energy; (ii) transport infrastructure; (iii) irrigation, water resource management and sanitation; (iv) sustainable urban development; and (v) economic cooperation and integration;
 - b) Exploring and pursuing opportunities in treasury management cooperation;
 - c) Performing analysis or research on macroeconomics, industries, and other fields of mutual interest;
 - d) Exchange of information and promotion of knowledge sharing to benefit from each other's experience, resources and expertise in: (i) economic, financial and business information on areas of common interest; (ii) processing of potential projects for co-financing; and (iii) mitigation and management of risks; and
 - e) Providing mutual training and development of staff through joint workshops, secondments and staff exchange programs.
- 2.2 In the context of such cooperation, the Parties will endeavor to share their country and sector expertise.

**SECTION 3
CONSULTATION**

- 3.1 The Parties may as appropriate keep each other informed and, whenever necessary, consult each other on matters of common interest, which in their opinion, are likely to lead to concrete collaboration.

- 3.2 The Parties may maintain a dialogue to identify areas of comparative advantages, competence and complementarity, and meet as necessary. The Parties may seek to:
- (i) Identify specific programs and projects for cooperation;
 - (ii) Prepare an implementation plan for each identified program and project.

SECTION 4 DISCLOSURE AND CONFIDENTIALITY

- 4.1 The Parties may publicly disclose the existence and contents of this Memorandum in accordance with their respective policies and procedures on public access to information.
- 4.2 The disclosure of information with respect to the collaborative activities contemplated herein will be made in accordance with the Parties' respective policies on information disclosure. Any information identified as "Confidential" and shared pursuant to this Memorandum shall not be disclosed to a third party without the prior written consent of the other Party.

SECTION 5 IMPLEMENTATION AND COST SHARING

- 5.1 The Parties to this Memorandum shall make available, to the extent feasible, taking into account their respective budgetary, financial and human resources constraints, the services of their staff for those programs and projects that have been mutually identified to be conducted jointly. The Parties shall share the documentation and teaching materials for joint technical assistance activities to the extent appropriate.
- 5.2 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 agreed otherwise pursuant to a supplementary agreement in conformity with Section 6 to be reached by the Parties in advance of implementation of the activities concerned.

SECTION 6 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 a separate arrangement or agreement.

SECTION 7
CHANNEL OF COMMUNICATION AND NOTICES

7.1 The activities under this Memorandum are to be led by the contact points listed below.

(a) **For NDB:**

Strategy and Partnerships Division
Address: 33rd Floor, BRICS Tower, 333 Lujiazui Ring Road, Pudong, Shanghai, China
Phone: +86 21 8021 1852
Fax: +86 21 8021 1990
E-mail: strategypartnerships@ndb.int

(b) **For AfDB:**

Director
Strategy and Operational Policies Department
Address: Avenue Joseph Anoma, 01 BP 1387 Abidjan 01, Cote d'Ivoire
Phone: +225 2026 44 44
Fax: +225 2024 21 53
E-mail: SNSP_DEPT@AFDB.ORG

7.2 Any notice, request or other communication under this Memorandum shall be in writing and shall be deemed to have been duly given when it has been delivered by hand or mail, as the case may be, by either Party to the other at the address specified in the Memorandum or such other address as either Party may notify to the other Party.

SECTION 8
ENTRY INTO FORCE, DURATION AND TERMINATION

- 8.1 This Memorandum will enter into force on the date of its signature by both Parties and shall remain in effect for five (5) years from that date. Thereafter, this Memorandum may be renewed with mutual agreement of the Parties.
- 8.2 This Memorandum may be terminated by either Party by giving ninety days' advance written notice to the other Party. In such case, the termination of this Memorandum will take effect as of the date specified in the notice of termination.
- 8.3 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 between the Parties.

**SECTION 9
AMENDMENT AND SETTLEMENT OF DISPUTES**

- 9.1 This Memorandum may be amended by mutual written agreement of the Parties. Any amendment shall be without prejudice to any rights or obligations accruing or incurred under this Memorandum or supplementary agreements thereto reached pursuant to Section 6, prior to the effective date of such amendment.
- 9.2 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 and negotiation between the Parties.

**SECTION 10
NON-BINDING**

- 10.1 This Memorandum is a record of the Parties' mutual understandings 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 any of them. It does not prevent any of the Parties from entering into any other agreements, nor from giving any preferential rights to any third party. Nothing contained herein confers any legal rights or obligations on any third party. These and any other activities agreed to between the Parties under this Memorandum will be subject to the respective internal objectives, credit approval, functions, policies and procedures of the Parties.
- 10.2 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.

**SECTION 11
IMMUNITIES AND PRIVILEGES**

Nothing in this Memorandum will constitute or be construed as a waiver, renunciation or other modification of any of the immunities, privileges and exemptions enjoyed by each of the Parties to which they are entitled or may be entitled, under their respective constituent instrument, any treaty or international or domestic law.

AAA
LM

**SECTION 12
NON-EXCLUSIVITY**

Except as mutually agreed otherwise in writing, nothing contained herein will be deemed to obligate either Party to deal exclusively with the other Party with respect to any project, transaction or any other activity pursuant to this Memorandum. Each Party recognizes that the cooperation described in this Memorandum is not exclusive and that each Party may enter into similar memoranda of understanding with any other institution.

IN WITNESS WHEREOF, the Parties, each acting through its representative duly authorized thereunto, have signed this Memorandum on the date first above written in two original counterparts in English.

FOR THE NEW DEVELOPMENT BANK



MR. K.V. KAMATH
PRESIDENT

FOR THE AFRICAN DEVELOPMENT BANK



MR. AKINWUMI A. ADESINA
PRESIDENT

