

**MEMORANDUM OF UNDERSTANDING
ON COLLABORATION ON MATTERS TO ESTABLISH
THE MULTILATERAL COOPERATION CENTER FOR
DEVELOPMENT FINANCE**

Dated March 25, 2019

Memorandum of Understanding on Collaboration on Matters to Establish the Multilateral Cooperation Center for Development Finance

This memorandum of understanding (“MOU”) is entered into on March 25, 2019, by and between the signatories as indicated in the signing page of this MOU. Signatories under this MOU are collectively referred to as “Parties” and individually referred to as a “Party”.

WHEREAS:

On May 14, 2017, the Ministry of Finance of the People’s Republic of China (“MOF”) and Asian Development Bank, Asian Infrastructure Investment Bank, European Bank for Reconstruction and Development, European Investment Bank, New Development Bank and the World Bank Group¹ signed a Memorandum of Understanding and agreed to work closely together to promote infrastructure and connectivity.

Following the signing of the Memorandum of Understanding of May 14, 2017, MOF and Multilateral Development Institutions have been discussing actions to further the promotion of infrastructure and connectivity. Recognizing the importance of collaboration and coordination, the Parties, within the boundaries of their respective mandates, constituent and governing documents and policies, hereby enter into this MOU to collaborate on matters to establish the Multilateral Cooperation Center for Development Finance (“MCDF”).

ARTICLE I

MCDF MANDATE AND FUNCTIONS

1. It is envisaged that the MCDF will serve as a platform to foster high-quality infrastructure and connectivity investments for developing countries, advocating a transparent, friendly, non-discriminatory and predictable financing environment, and taking into account debt sustainability in mobilizing finance. It is expected that the MCDF will focus its functions on the following three key areas:

¹ The World Bank Group is collectively referring to the International Bank for Reconstruction and Development, the International Development Association, the International Finance Corporation and the Multilateral Investment Guarantee Agency, all international organizations existing in accordance with their respective Articles of Agreement, and the Convention Establishing the Multilateral Investment Guarantee Agency.

- a) **Information sharing** to facilitate flow of information across the Parties and other development partners to avoid duplication and enhance collaboration. Information sharing activities will be subject to data protection, information disclosure and/or access to information rules, procedures and policies of each Party and the relevant development partners as applicable.
- b) **Capacity building** to enhance relevant know-how and institutional capacity of developing countries and their development partners in areas including but not limited to investment climate, transparent and sustainable debt management, open procurement, environmental and social frameworks, and anti-corruption. This will also include support throughout the entire investment cycle, such as project design, implementation, monitoring and evaluation in accordance with each Party's respective rules, procedures and policies.
- c) **Project preparation** to finance upstream activities including but not limited to pre-feasibility and feasibility studies, and environmental and social assessment, all of which shall be in line with good international practice and each Party's relevant rules, policies and procedures.

2. The Parties may propose capacity building and project preparation activities to the MCDF and may, consistent with their respective rules, policies, procedures and capabilities, enter into such agreements as are necessary to implement any such activities that MCDF agrees to support.

ARTICLE II

MCDF STRUCTURE

1. A Coordination Committee conformed by the Parties is expected to be set up to provide strategic guidance to the MCDF. It is expected that it will facilitate the communication and cooperation among the Parties and development partners about their plans and activities relating to infrastructure and connectivity investments.
2. The daily operation of the MCDF is expected to be supported by a Secretariat.
3. A funding mechanism/facility is expected to be established to support the MCDF functions.

ARTICLE III

CONFIDENTIALITY, DISCLOSURE AND PUBLICITY

1. The disclosure of information with respect to the collaborative activities contemplated herein will be made in accordance with, and to the extent permitted by, each Party's respective rules, procedures, policies, data protection, disclosure and access to

information. Any confidential information shared pursuant to this MOU shall not be disclosed to the public or any third party or other entity, without the prior written consent of the owner or provider of such information. The Parties will first consult with each other concerning the manner and form of any publicity or acknowledgement of each of the Parties' support regarding any of the activities undertaken pursuant to this MOU.

2. The Parties may disclose this MOU in accordance with their respective rules, procedures and policies in effect at the time of such disclosure. By entering into this MOU, each Party consents to such disclosure.

ARTICLE IV

NAMES, MARKS AND LOGOS

Except as prescribed in Article III Point 2 of this MOU, each Party understands that it may not use the names or logos of any other Party without obtaining prior consent of the relevant Party pursuant to a written agreement. Without limitation to the foregoing the Parties understand that none of them may use another's name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of each Party, or its policies, products or services by any of the others.

ARTICLE V

MISCELLANEOUS

1. This MOU reflects the Parties' intention to collaborate, expressed in good faith. This MOU does not create any legal obligation or the incurrence of any liability on any Party. This MOU does not represent any commitment with regard to funding or any form of preferential treatment on the part of any Party. Any detailed commitment shall be laid down in separate agreements that may be entered into by one or more Parties.

2. This MOU shall become effective upon execution by the authorized signatories of the Parties. After the execution of this MOU, other parties may execute this MOU and become Parties under this MOU, which will be reflected through an update to the signing page, subject to the unanimous written consent of the Parties.

3. Without prejudice to each Party's own decision-making procedures, the entering into this MOU does not prejudice by any means the possibility or right of each Party to collaborate with some Parties or other entities in the same field.

4. A Party may cease to participate in this MOU by giving prior written notice to the other Parties, and the date of withdrawal shall be the date specified in such written notice. If no specific date for withdrawal is provided in such notice, the concerned Party shall be deemed as ceasing to participate in this MOU as of the day falling three months after the date on which such notice is given.

5. Nothing in this MOU is intended to be, or should be construed as a waiver, renunciation or any other modification of the privileges, immunities and/or exemptions of each Party, or of its officers and employees, under their respective organizational documents, or any international convention, or any applicable law.

6. Any differences arising from the interpretation or application of this MOU will be resolved through amicable and mutual consultation between the Parties.

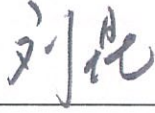
7. This MOU may be amended by mutual written consent of the Parties under this MOU.

8. This MOU shall be executed in English in nine (9) originals. Each Party will hold one (1) original copy.

9. Written communications relating to collaboration under this MOU may be directed to the persons and addresses indicated in the Annex to this MOU, or to such other person as each Party may designate.

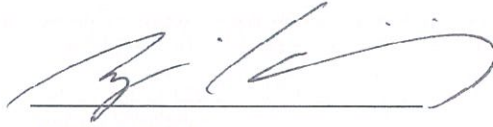
IN WITNESS WHEREOF, this MOU has been signed in Beijing, China, as of the date first above written.

For and on behalf of:
**THE MINISTRY OF FINANCE OF THE
PEOPLE'S REPUBLIC OF CHINA**



Liu Kun

For and on behalf of:
THE ASIAN DEVELOPMENT BANK



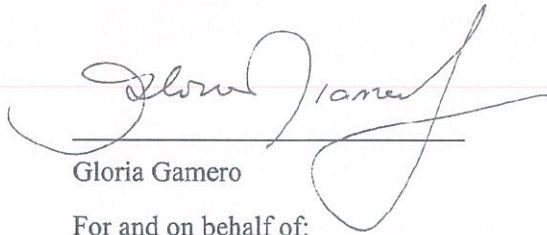
Ayumi Konishi

For and on behalf of:
**THE ASIAN INFRASTRUCTURE
INVESTMENT BANK**



Jin Liqun

For and on behalf of:
**THE CORPORACIÓN ANDINA DE
FOMENTO**



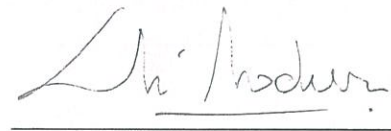
Gloria Gamero

For and on behalf of:
**THE EUROPEAN BANK FOR
RECONSTRUCTION AND DEVELOPMENT**



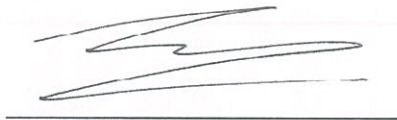
Betsy Nelson

For and on behalf of:
THE EUROPEAN INVESTMENT BANK



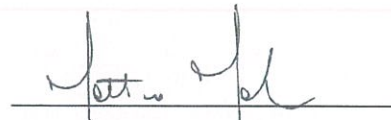
Alain Nadeau

For and on behalf of:
**THE INTER-AMERICAN DEVELOPMENT
BANK**



Claudia Bock-Valotta

For and on behalf of:
**THE INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT**



Matteo Marchisio

For and on behalf of:
**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
INTERNATIONAL DEVELOPMENT ASSOCIATION,
INTERNATIONAL FINANCE CORPORATION,
MULTILATERAL INVESTMENT GUARANTEE AGENCY**



Victoria Kwakwa

CONTACT INFORMATION AND COMMUNICATIONS

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For the Corporación Andina de Fomento

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For the Inter-American Development Bank

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For the World Bank Group

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Senior Vice President

Ref.: SNVP/MM/05/02/2020

Abidjan, February 5, 2020

NOTIFICATION

The African Development Bank presents its compliments to the Interim Secretariat of the Multilateral Cooperation Center for Development Finance and has the honor to notify the Secretariat on the following.

In accordance with Article V.2 of the Memorandum of Understanding on Collaboration on Matters to Establish the Multilateral Cooperation Center for Development Finance dated March 29, 2019, new parties may execute the Memorandum and become parties to it through an update of signing page of the Memorandum, subject to the unanimous written consent of all the Parties to the Memorandum. The Bank is pleased to inform the Secretariat that it has obtained written consents from all Parties to the Memorandum.

The Bank herewith respectfully furnishes the updated signing page as well as the updated Annex to the Memorandum and requests the Secretariat to inform all the Parties of the accession of the Bank to the Memorandum, accordingly.

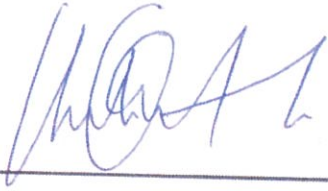
The African Development Bank avails itself of the opportunity to renew to the Interim Secretariat of the Multilateral Cooperation Center for Development Finance the assurances of its highest consideration.

Charles O. Boamah
Senior Vice President

**TO: INTERIM SECRETARIAT
OF THE MULTILATERAL COOPERATION CENTER FOR DEVELOPMENT FINANCE**

For and on behalf of:

THE AFRICAN DEVELOPMENT BANK

A handwritten signature in blue ink, appearing to read 'C. Boamah', is written over a solid black horizontal line.

[Charles O. Boamah]

[5/2/2020]

CONTACT INFORMATION AND COMMUNICATION

For the African Development Bank

Name: CHARLES O. BOAMAH

Title: SENIOR VICE PRESIDENT

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Email: C. BOAMAH@AFDB.ORG



NOTIFICATION

TO: INTERIM SECRETARIAT OF THE MULTILATERAL COOPERATION CENTER FOR DEVELOPMENT FINANCE

The New Development Bank presents its compliments to the Interim Secretariat of the Multilateral Cooperation Center for Development Finance and has the honor to notify the Secretariat on the following.

In accordance with Article V.2 of the Memorandum of Understanding on Collaboration on Matters to Establish the Multilateral Cooperation Center for Development Finance dated March 25, 2019, new parties may execute the Memorandum and become Parties to it through an update of signing page of the Memorandum, subject to the unanimous written consent of all the Parties to the Memorandum. The Bank is pleased to inform the Secretariat that it has obtained written consents from all Parties to the Memorandum.

The Bank herewith respectfully furnishes the updated signing page as well as the updated Annex to the Memorandum and requests the Secretariat to inform all the Parties of the accession of the Bank to the Memorandum, accordingly.

The New Development Bank avails itself of the opportunity to renew to the Interim Secretariat of the Multilateral Cooperation Center for Development Finance the assurances of its highest consideration.

Shanghai
June 29, 2020



For and on behalf of:

THE NEW DEVELOPMENT BANK

A handwritten signature in black ink, appearing to read "Sarquis José Buainain Sarquis", is written over a horizontal line.

Sarquis José Buainain Sarquis

June 29, 2020

CONTACT INFORMATION AND COMMUNICATION

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