
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ASIAN INFRASTRUCTURE INVESTMENT BANK

AND

THE AFRICAN DEVELOPMENT BANK

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THE AFRICAN DEVELOPMENT FUND

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This Memorandum of Understanding (hereinafter referred to as the "MOU"), dated 18th April, 2018, sets forth the understanding of the African Development Bank and African Development Fund, (hereinafter collectively referred to as "the AfDB Group"), and the Asian Infrastructure Investment Bank ("AIIB") (each a "Party" and together, the "Parties") regarding their mutual collaboration, as outlined below:

WHEREAS:

- A. AIIB is a multilateral development bank, established under the Articles of Agreement of the Asian Infrastructure Investment Bank, to:
- (a) foster sustainable economic development, create wealth and improve infrastructure connectivity in Asia by investing in infrastructure and other productive sectors; and
 - (b) promote regional cooperation and partnership in addressing development challenges by working in close collaboration with other multilateral and bilateral development institutions;
- B. The AfDB Group seeks to promote sustainable economic development and social progress in its regional member countries by:
- (a) mobilizing and allocating resources for investment in the regional member countries; and

- (b) providing policy advice and technical assistance to support development efforts;
- C. The Parties note the evolving needs of their respective member countries, and the development lessons that could be learnt from their respective experiences, and for the purposes of strengthening the effectiveness impact, efficiency and sustainability of the development operations of each of the Parties, through their collaboration.
- D. The Parties recognize the benefits of developing a framework to promote communication, discussion and cooperation between them, and to combine efforts to potentially support joint development initiatives.

Therefore, the Parties have reached the following understanding:

**ARTICLE 1
PURPOSE**

The purpose of this MOU is to develop and facilitate collaboration between the Parties in matters of mutual interest and to set out areas for strategic cooperation towards the achievement of their common objectives.

**ARTICLE 2
SCOPE**

The Parties to this MOU hereby agree to join forces and maintain a continuous working relationship for the achievement of their common interests in their development efforts within the limitations of their respective resources, allocated budget, mandates and policies. To this end, the Parties shall, in accordance with the provisions hereinafter set forth, endeavour to cooperate on matters of common interest and formulate and implement joint work programmes for the execution of joint activities.

ARTICLE 3
AREAS OF COOPERATION

3.1 The Parties intend to:

- (a) collaborate with each other in developing and implementing programmes and projects, through measures including technical cooperation for capacity building;
- (b) promote co-financing and other forms of joint participation in financial assistance for development projects mainly in infrastructure, energy, power, transportation, communication and other areas of mutual interest, subject to the mission, mandate and policies of each of the Parties;
- (c) exchange and facilitate knowledge regarding, *inter alia*, legal and institutional aspects of multilateral organizations, development financing mechanisms, general administration, treasury management and operations;
- (d) resource management, information technology, operational policies and procedures (including, but not limited to, environmental and social frameworks, procurement, financial management, integrity mechanisms, supervision, monitoring and evaluation, and architecture and management of operational policies and procedures), analytical and sectoral work and investment operations;
- (e) exchange experience among their respective employees, including through temporary assignments, secondments, capacity building, staff exchange and other training as appropriate, in accordance with relevant policies and procedures applicable to both Parties; and
- (f) cooperate in other areas as may be mutually agreed upon.

- 3.2 Any specific activities, services or projects that may be identified by the Parties within the scope of this Article 3 will, as appropriate, be set forth in separate instruments, agreements or arrangements, as the case may be, to be entered into by the Parties.

ARTICLE 4 COMMUNICATIONS

- 4.1 Written communications relating to collaboration under this MOU may be directed to the persons and addresses indicated below (or to such other persons as these persons may designate by written notice):

For the AfDB Group:

Title: Mr. Kapil Kapoor
Director,
Strategy and Operational
Policies Department
Address: African Development Bank Group
Avenue Joseph Anoma
01 BP 1387 – Abidjan 01
COTE D'IVOIRE
Email: k.kapoor@afdb.org

For the AIIB:

Title: Mr. Bin Wang
Senior Strategy and Policy Officer
Address: The Asian Infrastructure Investment Bank
B-9 Financial Street, Xicheng District,
Beijing, CHINA, 100033
Email: bwang@aiib.org

- 4.2 Either Party may designate additional representatives or substitute other focal points for those designated in this Article.

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

ARTICLE 5 CONSULTATION

- 5.1 The Parties shall 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.
- 5.2 The Parties shall maintain close institutional dialogue.

ARTICLE 6 IMPLEMENTATION AND COST SHARING

- 6.1 The Parties to this MOU shall make available, to the extent feasible, taking into account the budgetary, financial and human resources constraints, the services of their staff for conducting the programmes and projects. The Parties may identify, as appropriate, other resource persons who could be engaged as experts, including the staff of other international or regional organizations, as mutually agreed by the Parties. The Parties shall share the documentation and teaching materials for joint technical assistance activities to the extent appropriate.
- 6.2 Costs or expenses relating to, or arising from, activities undertaken pursuant hereto shall be borne by one or both Parties in accordance with supplementary agreements in conformity with Article 3.2 of this MOU to be reached by the Parties in advance of implementation of the activities concerned.

ARTICLE 7
CONFIDENTIALITY, DISCLOSURE AND PUBLICITY

- 7.1 The disclosure of information with respect to the cooperative activities contemplated herein will be made in accordance with, and to the extent permitted by, the Parties' respective policies on access to information. Any confidential information shared pursuant to this MOU shall not be disclosed to any third party, without the prior written consent of the other Party.
- 7.2 The Parties may disclose this MOU and information related to this MOU in accordance with their respective policies in effect at the time of such disclosure. The Parties will consult with each other concerning the manner and form of any acknowledgement of the other Party's support regarding any activities undertaken pursuant to this MOU.

ARTICLE 8
MISCELLANEOUS

- 8.1 This MOU is not intended to create binding obligations on the Parties or confer any right on any third party. This MOU is only a statement of intent by the Parties to strengthen cooperation and communication, and constitutes the basis for further cooperation between them. Nothing contained in this MOU or any action taken by the Parties pursuant to this MOU shall create or be construed to imply any agency, partnership, joint venture or fiduciary relationship between the Parties.
- 8.2 This MOU shall become effective upon execution by the authorized signatories of the Parties.
- 8.3 This MOU may be terminated by either Party with prior written notice to the other Party, and the date of termination shall be the date specified in such written notice. If no specific termination date is provided in such notice, this

MOU shall terminate on the day falling three months after the date on which such notice is given.

- 8.4 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 either Party, or of its officers and employees, under its respective organizational documents, or any international convention, or any applicable law.
- 8.5 Any differences arising from the interpretation or application of this MOU will be resolved through amicable consultation between the Parties.
- 8.6 This MOU may be amended by mutual written consent of the Parties.
- 8.7 This MOU shall be executed in English in two originals, one for each Party.

IN WITNESS WHEREOF, AIB and the AfDB Group, each acting through its duly authorized representative, have signed this MOU on the date first above written in two original counterparts in English.

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



Name: Joachim Von AMSBERG
Title: Vice President
Policy and Strategy

For and on behalf of:
**THE AFRICAN DEVELOPMENT BANK
and
THE AFRICAN DEVELOPMENT FUND**



Name: Charles BOAMAH
Title: Senior Vice President