ASIAN INFRASTRUCTURE INVESTMENT BANK

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ASIAN INFRASTRUCTURE INVESTMENT BANK

AND

KREDITANSTALT FÜR WIEDERAUFBAU
(KfW)

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the "Memorandum") is between the Asian Infrastructure Investment Bank and Kreditanstalt für Wiederaufbau (KfW), (each a "Party" and jointly referred to as the "Parties").

WHEREAS, the Asian Infrastructure Investment Bank (hereinafter referred to as "AIIB") is a multilateral development bank, established under the Articles of Agreement of the AIIB, with the purpose to (i) foster sustainable economic development, create wealth and improve infrastructure connectivity in Asia by investing in infrastructure and other productive sectors; and (ii) promote regional cooperation and partnership in addressing development challenges by working in close collaboration with other multilateral and bilateral development institutions;

WHEREAS, Kreditanstalt für Wiederaufbau (hereinafter referred to as "KfW") offers support, in part through its subsidiaries (hereinafter collectively referred to as "KfW Subsidiaries" and each a "KfW Subsidiary"), such as KfW IPEX-Bank GmbH and DEG-Deutsche Investitions- und Entwicklungsgesellschaft mbH, to encourage sustainable improvement in economic, social, ecological living and business conditions, among others in the areas of small and medium-sized enterprises, entrepreneurship, environmental protection, housing, infrastructure, education finance, project and export finance, and development cooperation;

WHEREAS AIIB and KfW share common objectives with regard to financing sustainable development in their respective countries of operations and common interest with an emphasis on, but not limited to, sustainable infrastructure;

WHEREAS the Parties acknowledge the potential benefits of cooperation between them for the realization of their shared objectives according to their mandates.

NOW THEREFORE, the Parties, based on mutual trust and in a spirit of cooperation, hereby have reached the following understanding:

SECTION 1
PURPOSE

1.1 The purpose of this Memorandum is to formalize a non-exclusive framework for cooperation between the Parties, with a view to facilitating collaboration in common areas of interest.

1.2 Any activities identified and agreed upon between the Parties shall be subject to the applicable laws and regulations and respective mandate, policies and procedures of the Parties.

1.3 To the extent this Memorandum concerns areas or sectors within the scope of business of one of the KfW Subsidiaries, KfW intends to encourage the relevant KfW Subsidiary to facilitate the cooperation envisaged by the Parties.

SECTION 2
AREAS AND SECTORS OF COOPERATION

2.1 The Parties may, in particular, explore the possibility of cooperating in a number of specific areas. This may include, but is not limited to:

(a) Exchanging requirements and prerequisites for parallel or joint co-financing, in geographic areas of interest to both parties. The focus is on projects in large parts of Asia, and Africa. The scope of sectors includes, but is not limited to energy, transport, water, urban- and social development;
(b) Exchanging strategies and policies in the area of climate and other financing related to the Sustainable Development Goals (SDGs);
(c) Exchanging know-how in the field of treasury activities, including market and regulatory related aspects and organizational structures;
(d) Pursuing the common goal of co-financing via syndication transactions, with a special focus on climate related projects;
(e) Exchanging prerequisites for possible co-financing in the area of equity and debt funds;
(f) Promoting human resources development, including through cross-institutional learning and secondment of staff, subject to the Parties' respective regulations, rules and procedures; and
(g) Exploring further the possibility of developing a joint due diligence on environmental and social standards when a co-financing opportunity is identified.

2.2 Any activity that may be identified by the Parties under this Memorandum will, as appropriate, be subject to separate supplementary arrangements or agreements to be concluded between the Parties and/or, where required, the relevant KfW Subsidiary on a case-by-case basis which will detail the specific form and content of the activities, address the responsibilities and rights of each Party and/or the relevant KfW Subsidiary in relation to those activities and the terms and conditions applicable thereto.

SECTION 3
IMPLEMENTATION

3.1 A Party to this Memorandum may invite the other Party to attend meetings, seminars, symposia, workshops or conferences of mutual interest, convened or otherwise supported by such Party.

3.2 Each Party designates a focal point to support the implementation of this Memorandum, as follows:

For **AIIB:**
Director General
Operational Partnership Department
AIIB Headquarters, Tower A, Asia Financial Center,
No. 1 Tianchen East Road, Chaoyang District, Beijing 100101, China
Email: partnerships@aiib.org

For KfW:
Equity Investments & European Affairs
KfW
Palmengartenstrasse 5-9
D – 60325 Frankfurt
Email: Antje.Oberlaender@kfw.de

3.3 Any notice or other communication to be made under this Memorandum will be addressed to the focal points above, or such other focal points as either Party may designate by notice to the other Party.

SECTION 4
CONFIDENTIALITY, DISCLOSURE AND PUBLICITY

4.1 The Parties may exchange information in order to benefit from each other's experience and expertise. Such exchange of information may take place in meetings, seminars, conferences, business-forums or other events and when needed secondment of staff arranged by either Party and will be subject to, in the case of KfW, applicable laws and regulations, and the Parties' respective policies and procedures on access to information.

4.2 Unless otherwise agreed in writing or, to the extent applicable to KfW, required to be disclosed by law, regulation or governmental order, all information received by each Party shall be kept confidential by the recipient Party, who agrees to take all proper steps to keep confidential all such information and will not disclose such information to any third party.

4.3 The Parties may disclose information to and also exchange information with the relevant KfW Subsidiaries to the extent required. Sections 4.1 and 4.2 shall apply mutatis mutandis in respect of any exchange of information with the relevant KfW Subsidiary.

4.4 Neither Party will use the name, logo or trademarks of the other Party, or any abbreviation thereof, without the express prior written approval of the other Party in each case.

SECTION 5
MISCELLANEOUS

5.1 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 binding obligation or the incurrence of any liability on the part of either Party in regard to the intended cooperation as described in Sections 1 and 2. Nor shall any third party obtain any legal benefit in this regard.

5.2 This Memorandum shall not represent any commitments on the part of either Party to give preferred treatment to the other in any matter contemplated under this Memorandum or otherwise. 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 covered by this Memorandum.

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

5.4 Nothing in this Memorandum, or relating thereto, shall be construed as constituting a waiver, renunciation or other modification of any of the rights, privileges, immunities and exemptions enjoyed by either Party pursuant to their respective constituent instrument, organizational documents, headquarters agreement, or any international convention, or any applicable law.

SECTION 6
EFFECTIVENESS, DURATION, TERMINATION AND AMENDMENT

6.1 This Memorandum shall become effective on the date it is signed by the duly authorized representatives of both Parties and will remain in effect for three (3) years. Each Party may terminate this Memorandum earlier upon giving three months advance written notice to the other Party, unless in exceptional circumstances earlier termination is required. Subject to satisfactory implementation, this Memorandum may be renewed for a period of the same length by signature of an addendum.

6.2 Any termination of this Memorandum shall be without prejudice to the orderly completion of any ongoing cooperation activity and any other rights or obligations of the Parties under any legal instrument executed pursuant to this Memorandum.

6.3 The Parties shall consult each other on any amendment required regarding the terms of this Memorandum. Any such amendment shall be made in writing and shall become effective after signature by both Parties.

IN WITNESS WHEREOF, AIIB and KfW, each acting through its duly authorized representative(s), have signed this Memorandum of Understanding in two originals, in the English language.

FOR THE ASIAN INFRASTRUCTURE INVESTMENT BANK

Name: Sir Danny Alexander
Title: Vice President, Policy and Strategy
Date: 16th October 2022

FOR KfW

Name: Dr. Lutz-Christian Funke
Title: Secretary General
Date: 16th October 2022

Name: Christian Krämer
Title: Member of the Management Committee KfW Development Bank, Policy and Latin American Region
Date:16th October 2022