MEMORANDUM OF UNDERSTANDING
ON OPERATIONAL PARTNERSHIP

BETWEEN

CORPORACIÓN ANDINA DE FOMENTO

AND

THE ASIAN INFRASTRUCTURE INVESTMENT BANK

This **MEMORANDUM OF UNDERSTANDING ON OPERATIONAL PARTNERSHIP** (hereinafter referred to as the "**Memorandum**") is between Corporación Andina de Fomento and the Asian Infrastructure Investment Bank (each a "**Party**" and jointly referred to as the "**Parties**").

WHEREAS, Corporación Andina de Fomento (hereinafter referred to as "**CAF**") is a multilateral financial institution created under its 1968 charter (*Convenio Constitutivo*), that mobilizes resources from international markets to Latin America in order to provide multiple financial services to public and private sector clients in shareholder countries. CAF offers financial and related products and services to the governments of, and public and private institutions, corporations and joint ventures in, its shareholder countries, through a number of mechanisms such as (i) short, medium and long-term loans and guarantees, (ii) participation as a limited equity investor in corporations and investment funds, and (iii) technical, financial assistance, and administrative services, for certain regional funds.

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, which entered into force on December 25, 2015, 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, CAF and AIIB share the common objectives with regard to financing sustainable development in the countries of common interest, aligned with AIIB's strategy on financing operations in non-regional members.

WHEREAS, the Parties wish to build a cooperative relationship to effectively achieve common objectives, acknowledge the potential benefits of cooperation between them for the realization of their shared objectives, and recognize their interest in promoting economic development according to their respective 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 with a focus on eligible sectors and financing operations as permitted by the institutions' respective policies.

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

SECTION 2
AREAS OF COOPERATION

2.1 The Parties may, in particular, explore the possibility of cooperating in a number of specific areas and activities including, but not limited to:

(a) identifying co-financing/co-investment opportunities for projects and programs in geographic areas of common interest to both Parties;

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(b) exploring resources for financing project and program preparation and monitoring;

(c) providing resources for investments that support trade and connectivity with Asia and climate mitigation;

(d) collaborating on the exchange of best practices and the lessons learned through sharing knowledge, ideas and results, including information and documentation concerning projects/programs, as well as information related to countries of joint interest, in accordance with each Party's internal rules and procedures;

(e) identifying and forwarding invitations to attend joint meetings, seminars, symposia, workshops, study visits, training and capacity building, or conferences of mutual interest, convened or otherwise supported by the Parties;

(f) periodically evaluating the effectiveness of working with each other, with reference to their respective organizational mandates and priorities; and

(g) exploring any other form of collaboration agreed upon by the Parties, consistent with the objectives of this Memorandum.

SECTION 3
COMMUNICATION AND NOTICES

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

For **CAF:**
Ms. Gloria Gamero
Director of Institutional Funding
Vice Presidency of Finance, Direction of Institutional Funding
Corporación Andina de Fomento
Carrera 9 No 76-49 Edificio ING, Piso 3
Bogotá D.C., Colombia
Email: lleao@caf.com; alianzas@caf.com

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

3.2 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.

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SECTION 4
CONFIDENTIALITY, DISCLOSURE AND PUBLICITY

4.1 The disclosure of information with respect to the 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 Memorandum shall not be disclosed to any third party, without the prior written consent of the other Party.

4.2 The Parties may disclose this Memorandum and information related to this Memorandum 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 Memorandum.

4.3 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.

4.4 All rights, title and interest in and to the information disclosed by a Party to the other shall remain the exclusive property of the disclosing Party.

SECTION 5
GENERAL PROVISIONS

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 any of them. Nor shall any third party obtain any legal benefit from this Memorandum.

5.2 This Memorandum does not and shall not be deemed to (i) represent a pledge to grant a loan or extension of credit of any kind by a Party to the other, (ii) create a partnership or joint venture of any kind between the Parties, or (iii) create any kind of fiduciary or debtor-creditor relationship between the Parties.

5.3 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.

5.4 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 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 in relation to those activities and the terms and conditions applicable thereto.

5.5 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.

5.6 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 each of the Parties pursuant to their respective constituent instrument, organizational documents, or any international convention, or any applicable law.

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SECTION 6
EFFECTIVENESS, DURATION, TERMINATION AND AMENDMENT

6.1 This Memorandum shall become effective on the date it is signed by the last of the two Parties and will remain in effect for three (3) years, unless terminated earlier by either Party upon giving three-months advance written notice to the other Party. It will renew automatically for successive periods of three (3) years unless either Party gives written notice to the other, not less than ninety (90) days before the expiry of the then current term, of its intention not to renew this Memorandum.

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.

6.4 This Memorandum may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any Party hereto may execute this Memorandum by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, CAF and AIIB each acting through its duly authorized representative, have signed this Memorandum of Understanding on Operational Partnership in two originals, in English language.

FOR **CORPORACIÓN ANDINA DE FOMENTO**

Name: Gabriel Felpeto
Title: Vice President of Finance and CFO
Date: October, 13th of 2022

FOR **THE ASIAN INFRASTRUCTURE INVESTMENT BANK**

Name: Sir Danny Alexander
Title: Vice President, Policy and Strategy
Date: October, 13th of 2022