MEMORANDUM OF UNDERSTANDING

between

THE INTER-AMERICAN DEVELOPMENT BANK

and

THE INTER-AMERICAN INVESTMENT CORPORATION

and

THE ASIAN INFRASTRUCTURE INVESTMENT BANK

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WHEREAS, the Inter-American Development Bank (hereinafter referred to as the "<u>IDB</u>") is a public international organization, the purpose of which is to contribute to the acceleration of the process of economic and social development of its regional developing member countries in Latin America and the Caribbean, individually and collectively;

WHEREAS, the Inter-American Investment Corporation (hereinafter referred to as the "IIC") is a multilateral development bank established to promote the economic development of its regional developing member countries by encouraging the establishment, expansion, and modernization of private enterprises (including those that are small and medium-scale) and partially and wholly owned state enterprises (excluding operations with sub-sovereign governments) that are aligned with certain priority business areas, in such a way as to supplement the activities of the IDB;

WHEREAS, the Asian Infrastructure Investment Bank (hereinafter referred to as the "AIIB") is a multilateral development bank, established 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; and

CONSIDERING THAT, the IDB, the IIC and the AIIB (hereinafter referred to as the "<u>Parties</u>", and individually, each a "<u>Party</u>") wish to formalize a basis on which the Parties may explore opportunities for cooperation and collaboration on matters of common interest, and to render their respective activities more effective and beneficial.

NOW, THEREFORE, the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the "MoU"), as follows:

ARTICLE 1 Objective

The objective of this MoU is to formalize a non-exclusive framework of cooperation and to facilitate collaboration between the Parties to promote programs and projects that foster cooperation between them, for the benefit of their common borrowing member countries. In addition, through their joint efforts the Parties may coordinate the provision of resources for financing infrastructure projects in such countries. These and any other activities agreed to between the Parties shall be subject to the respective internal objectives, functions, policies and procedures of the Parties.

ARTICLE 2 Areas of Cooperation

The Parties may, in particular, explore the possibility of cooperating in the following areas of activity:

- 2.1 Active participation and collaboration by the Parties in the following areas:
 - (a) Identification of co-financing/co-investment opportunities for infrastructure projects in their common borrowing member countries.
 - (b) Subject to Article 2.2 below, exchange of knowledge, information and best-practices in areas such as south-south cooperation, sustainable infrastructure, environmental and social safeguards, economic and business information, treasury and financial services, including asset management, among others.
 - (c) Joint research on selected topics, such as sustainable infrastructure investment, and south-south cooperation, among others.
- 2.2 Exchange of information and consultation, as necessary and appropriate, in the interest of identifying additional areas in which, and the concrete activities for which, effective and practical cooperation may be possible within the framework of this MoU. Any exchange of information between the Parties shall be subject to their respective policies and procedures on the disclosure of information.
- 2.3 The Parties may explore the possibility of staff secondments or staff exchange programs, subject to their respective policies and procedures.
- 2.4 Other related activities may also be agreed upon between the Parties from time to time, subject to each of the Parties' internal policies and procedures, including those policies for the hiring of consultants and the procurement of other services.

ARTICLE 3 Obligations of the Parties

This MoU does not represent any commitment with regard to funding on the part of the Parties. This MoU records the intentions of the Parties and their desire to cooperate in the manner outlined within it. It is not intended to create binding obligations on the party or confer any right on any third party. Any specific activities, services or projects that may be identified by Parties within the scope of Article 2 will, as appropriate, be set forth in separate instruments, agreements or arrangements. Furthermore, this MoU shall not represent any commitment on the part of any Party to give preferred treatment to the other in any matter contemplated under this MoU or otherwise

ARTICLE 4 Channel of Communication and Notice

4.1 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties of this MoU, the channel of communication for the Parties shall be:

4.1.1 For the IDB and the IIC:

Inter-American Development Bank 1300 New York Avenue, NW Washington, D.C. 20577 UNITED STATES OF AMERICA

Attention: Manager, Office of Outreach and Partnerships

Telephone: +1 (202) 623-1583 Facsimile: +1 (202) 623-2543 E-mail: partnerships@iadb.org

4.1.2 For the AIIB:

Asian Infrastructure Investment Bank B-9 Financial Street, Xicheng District Beijing 100033 PEOPLE'S REPUBLIC OF CHINA

Attention: Chief Officer
Telephone: +86 10 8358 0066

E-mail: hchen@aiib.org

4.2 Any Party hereto may, by notice in writing to the other Parties, designate additional representatives or substitute other representatives for those designated in this Article.

ARTICLE 5 Effectiveness, Amendment, Termination, and Other Matters

- This MoU shall enter into force on the date of its signature by the Parties and will remain in effect for three (3) years unless terminated by any Party with a thirty (30) days' advance written notice to the other Parties. No such termination shall affect contractual obligations already entered into by the Parties pursuant to this MoU.
- Nothing in this MoU is intended to be, or should be construed as a waiver of the immunity, privileges and exemptions enjoyed by each of the Parties pursuant to their respective constituent instrument, international conventions or any applicable laws.
- 5.3 This MoU may be amended only by written consent of the Parties hereto.
- 5.4 Subject to the Parties' policies and procedures with respect to the disclosure of information, the Parties may make this MoU publicly available.
- 5.5 Each Party shall keep information identified as confidential that is provided by the Parties in connection with this MoU confidential.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this Memorandum of Understanding in three (3) original counterparts in the English language, in Beijing, the People's Republic of China on this 1b day of May, 2017.

INTER-AMERICAN DEVELOPMENT BANK

Luis Alberto Moreno President INTER-AMERICAN INVESTMENT CORPORATION

James P. Scriven General Manager

ASIAN INFRASTRUCTURE INVESTMENT BANK

Vin Ligun President