

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

AND THE

ASIAN INFRASTRUCTURE INVESTMENT BANK

MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "Memorandum") between the European Bank for Reconstruction and Development (hereinafter referred to as the "EBRD") and the Asian Infrastructure Investment Bank (hereinafter referred to as the "AIIB"), hereinafter separately referred to as "Party" and jointly referred to as the "Parties".

CONSIDERING that the EBRD is a multilateral development bank, the purpose of which is to foster the transition towards open market-oriented economies and to promote private and entrepreneurial initiative in the countries of Central and Eastern Europe, the Southern and Eastern Mediterranean and Mongolia committed to applying the principles of multiparty democracy, pluralism and market economics;

FURTHER CONSIDERING that the AIIB is a multilateral development bank that focuses on the development of infrastructure and other productive sectors in Asia, including energy and power, transportation and telecommunications, rural infrastructure and agriculture development, water supply and sanitation, environmental protection, urban development and logistics;

RECOGNISING that the two institutions serve some common members and regions and share the objectives of promoting economic development, investment in infrastructure, regional integration and connectivity in common regions, within their respective mandates;

ACKNOWLEDGING the complementarity of the resources and mandates of the two Parties;

NOTING that the AIIB and the EBRD have already started to collaborate on certain projects and to exchange information; and

DETERMINED to establish strong, broad and deeper cooperation, and in so doing to enhance each institution's ability to deliver its mandate and achieve its objectives;

THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:

SECTION 1. PURPOSE

- 1.1 The purpose of this Memorandum is to set out a framework for strategic and operational cooperation between the EBRD and the AIIB, with a view to enhancing collaboration on matters of mutual interest.
- 1.2 The Parties intend to maintain a continuous working relationship for the achievement of their common objectives, within the limitations of their respective resources, mandates and policies.
- 1.3 This Memorandum will not create a legal relationship or binding obligations of the Parties.

SECTION 2 AREAS OF COOPERATION

- 2.1 Cooperation between the two Parties will include regular **dialogue at the level of the senior management of each Party**. Discussions may include exchanges of views on collaboration between the two institutions in overlapping regions and countries of operation, on common strategic challenges and opportunities, as well as discussions on the broader development finance and multilateral architecture.
- 2.2 The Parties will **exchange information on their respective policies and strategies**. In due course, the two Parties may wish to liaise and exchange views in the upstream preparation of country and sector strategies, as appropriate, and may seek to identify opportunities for collaboration on analytical studies, policy dialogue and capacity building.
- 2.3 The Parties will seek to **exchange information on their respective activities in common countries of operation**, as deemed appropriate, with a view to maximizing synergies between their respective operations.
- 2.4 The Parties will **actively seek to cofinance investment operations** in common countries of operation. In particular, each Party undertakes to inform the other of transactions under preparation in common countries of operation, which it considers to have good potential for cofinancing with the other Party. For cofinanced operations, AIIB welcomes EBRD's willingness to provide services related to project environmental and social due diligence assessments, procurement and other matters, on a cost-sharing basis, in accordance with terms and conditions to be set forth in the relevant co-financing agreements.
- 2.5 The Parties will endeavour to promote suitable **temporary assignments, secondments, or exchanges for staff**, in order to support overall collaboration, to facilitate information exchange and to enhance mutual understanding.
- 2.6 Arrangements agreed between the Parties relating to particular areas of co-operation, including cofinancing and staff exchanges/secondments, will be set forth in separate agreements, which will include also provisions setting out the nature and scope of the cooperation, as well as handling of fees and costs.

SECTION 3 IMPLEMENTATION

- 3.1 Any exchange of information under this Memorandum shall be subject to the Parties' respective policies and procedures on the disclosure of information and/or any information protection policies.

- 3.2 The Parties each nominate a focal point to support the implementation of this Memorandum of Understanding and to oversee collaboration between the two institutions, as follows:

For the EBRD: Mr Hans Peter LANKES
Managing Director, Corporate Strategy
European Bank for Reconstruction and Development
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For the AIIB: Mr CHEN Huan
Chief Officer
Asian Infrastructure Investment Bank
B-9 Financial Street, Xicheng District
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Tel: +86-10-8358-0066
Email: hchen@aiib.org

- 3.3 Any notice or other communication to be made under this Memorandum of Understanding will be addressed to the focal points above, or to such additional focal points or substitute focal points notified to the other Party in writing.

SECTION 4 FINAL PROVISIONS

- 4.1 Nothing in this Memorandum will constitute nor be construed as a waiver, renunciation or other modification of any of the privileges, immunities and exemptions enjoyed by each of the Parties pursuant to their respective constituent instrument, international conventions or any applicable laws.
- 4.2 This Memorandum will come into effect on the date it is signed by the last of the two Parties and will remain in effect until either Party notifies the other Party in writing of its intention to terminate this Memorandum. In such case, this Memorandum will terminate ninety days after receipt of such notice by the corresponding Party.
- 4.3 This Memorandum may be amended by mutual written consent of the Parties.

IN WITNESS WHEREOF, the EBRD and the AIIB, each acting through its duly authorized representative, have signed this Memorandum of Understanding in two originals, one for each of the Parties, in the English language, on the 11th day of May 2016.

*For the European Bank for
Reconstruction and Development*

*For the Asian
Infrastructure Investment Bank*



Sumantra Chakrabarti
President



Jin Liqun
President