FONPLATA Development Bank

ASIAN INFRASTRUCTURE INVESTMENT BANK

MEMORANDUM OF UNDERSTANDING

between

The FONPLATA - Development Bank

and

Asian Infrastructure Investment Bank

on

Operational Cooperation

MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "Memorandum") between the FONPLATA - Development Bank (hereinafter referred to as "FONPLATA") and the Asian Infrastructure Investment Bank (hereinafter referred to as "AIIB"), hereinafter separately referred to as a "Party" and jointly referred to as the "Parties".

WHEREAS FONPLATA is a multilateral development bank (MDB), established in 1974, with five member states: Argentina, Bolivia, Brazil, Paraguay, and Uruguay. FONPLATA´s mission is to support the integration and harmonious, inclusive, and sustainable development of its member countries through the effective and efficient use of financial and non-financial resources.

WHEREAS AIIB is an MDB, 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 the Parties 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

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

The Parties may 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 areas of interest of both Parties, such as infrastructure, trade and connectivity with Asia, and climate;

b) jointly mobilizing resources for financing projects and program preparation and monitoring;

c) collaborating on the exchange of best practices and 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, policies and procedures;

d) sharing opportunities to attend and/or organize joint meetings, investment missions, seminars, symposia, workshops, study visits, training and capacity building, or conferences of mutual interest, convened or otherwise supported by the Parties;

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

SECTION 3
COORDINATION AND COMMUNICATION

The activities within the framework of this Memorandum are to be led by the contact points listed below.

Any notice or other communication to be given or made under this Memorandum will be addressed and sent to the respective contact point or at such other address as either Party designates by notice to the other Party:

For FONPLATA
Name: Claudia Gutierrez Alcaraz
Position: Head of Strategic Initiatives
Address: Av. San Martin N. 155, Equipetrol, Ambassador Business Center, 4th Floor
E-mail: cgutierrez@fonplata.org

For AIIB
Name: Rodrigo Salvado
Position: Director General of Operational Partnership Department
Address: AIIB Headquarters, Tower a, Asia Financial Center, No.1 Tianchen East Road, Chaoyang District, Beijing 100101, China
E-mail: partnerships@aiib.org

SECTION 4
MEETINGS

In order to accomplish the purposes of this Memorandum the Parties may arrange, in accordance with each Party's relevant internal rules, meetings and other activities to establish direct contact between them, with a view to exchange of information on a regular basis.

The Parties intend to meet at least once a year to review and discuss the progress of cooperation and implementation of this Memorandum and consider necessary adjustments, if any.

SECTION 5
COSTS

Each Party is responsible for the costs of its participation in meetings and all cooperative activities carried out within the framework of this Memorandum, unless specified otherwise in writing in separate agreements. The conduct of cooperative activities under this Memorandum is subject to the respective policies, procedures, rules, and approvals of the Parties, as well as availability of funds, technical resources, and personnel of each Party.

SECTION 6
CONFIDENTIAL INFORMATION

Notwithstanding any other provisions in this Memorandum, any sharing of information between the Parties will be subject to their respective policies, procedures, rules, and approvals relating to the disclosure of information and confidentiality. All information received by each Party under this Memorandum may not be disclosed to any third parties without the prior written consent of the other Party.

SECTION 7
ACKNOWLEDGEMENT

The Parties may, in the most convenient and mutually agreed manner, disseminate and disclose the activities programmed and carried out, including the corresponding acknowledgements and references, as well as logos of both Parties. For which their respective policies and procedures regarding the disclosure of information, use of institutional image and intellectual property rights must be fulfilled.

SECTION 8
FURTHER ARRANGEMENTS

In the event that opportunities for activities or projects are identified in the course, or as a result, of the cooperation between the Parties, any such activity or project would need to be reflected in separate arrangements or agreements that may be entered into from time to time by the Parties.

SECTION 9
NON-BINDING NATURE

Notwithstanding anything herein to the contrary, 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 legal or financial rights and/or obligations whatsoever, 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.

This Memorandum does not represent an offer, promise, undertaking or commitment on the part of either Party to finance all or part of any activity or project identified in or pursuant to this Memorandum.

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, project or area of cooperation covered by this Memorandum.

SECTION 10
GENERAL PROVISIONS

The Parties shall promote cooperation based on the principles of equality, mutual benefit, respect and trust pursuant to the established international banking practice.

All collaboration, projects, and activities to be pursued under this Memorandum will be subject to the independent decision–making processes of each Party,

including their respective applicable policies, procedures, rules, objectives, and approval requirements.
Nothing in this Memorandum may or shall be construed as a waiver renunciation of the exemptions, immunities and privileges granted to the Parties or their officers, representatives, agents, employees or official by their Charters, supplemental agreements or by the laws of any of their shareholders countries or by the treaties signed with them.

The Parties recognize that this Memorandum may be publicized, in accordance with their respective policies on disclosure of information.

SECTION 11
DISPUTE SETTLEMENT

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

SECTION 12
EFFECTIVENESS, AMENDMENT AND TERMINATION

This Memorandum shall be effective as from its signature and will remain in effect for three (3) years from the date of the signature of the Parties and will be automatically renewed for successive three (3) year periods, unless one Party proposes to terminate it.

Each Party may terminate this Memorandum upon ninety (90) days' prior written notice to the other Party.

IN WITNESS WHEREOF, FONPLATA and AIIB, each acting through its duly authorized representative, have signed this Memorandum in two originals, in the English language.

For FONPLATA Development Bank ("FONPLATA")

Name: Mariana Prado Noya
Title: Executive Vice President

Date: 2nd December 2023

For Asian Infrastructure Investment Bank ("AIIB")

Name: Danny Alexander
Title: Vice President, Policy and Strategy
Date: 2ND DECEMBER 23.