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# MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ASIAN INFRASTRUCTURE INVESTMENT BANK

AND

AGENCE FRANÇAISE DE DÉVELOPPEMENT

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the "Memorandum") is between the Asian Infrastructure Investment Bank (hereinafter referred to as "AIIB") and Agence Française de Développement (hereinafter referred to as "AFD"), (each a "Party" and jointly referred to as the "Parties").

**WHEREAS**, 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**, AFD is a bilateral development finance institution that has worked for more than 80 years to alleviate poverty and support economic growth in both developing and emerging countries. Its subsidiaries include Proparco, dedicated to private sector financing, and Expertise France, a technical cooperation agency. AFD's network of seventeen regional offices and 85 field offices extends over five continents and 115 countries. In emerging and developing Asia, AFD implements a strategy of green and inclusive, which preserves the environment and reduces social inequality. In fragile and less developed countries, AFD contributes to the development of social cohesion and greater regional balance.

**WHEREAS** the Parties intend to build a more ambitious cooperative relationship to effectively achieve common objectives of sustainable, resilient and inclusive development. Since the Parties signed a letter of intent in 2017, AIIB and AFD have engaged in joint activities, including collaborating in financing projects in several countries and participation in the Finance in Common Movement. Following a joint portfolio review in June 2021, a more regular dialogue has been taking place. The shared goal of mobilizing resources for sustainable development provides the basis for the Parties intention to strengthen their institutional and operational relationship.

**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 areas of common interest.

1.2 Any activities identified by the Parties shall be subject to the respective mandate, policies and procedures of 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 including, but not limited to:

(a) Identifying joint opportunities for parallel or joint co-financing in geographic areas of interest to both Parties and in particular in the area of climate and nature;
(b) Jointly exploring project origination and mobilizing the necessary resources, including technical assistance for project design and implementation;
(c) Exchanging information related to strategies and policies in areas of mutual interest, such as climate change, private capital mobilization and working toward the achievement of the Sustainable Development Goals (SDGs);
(d) Sharing research and knowledge and cooperate in the following areas: climate risks, just energy transition, long-term strategies for low carbon development, alignment with the SDGs, a global coalition of public development banks, and debt sustainability;
(e) Sharing experiences and further exploring modalities for conducting joint due diligence and facilitating an enhanced project level cooperation;
(f) Exchanging and facilitating information and know-how, inter alia, in the field of risk management, treasury operations and other related activities of mutual interest; and
(g) Promoting cross-institutional learning secondment of staff, subject to the Parties' respective policies, rules and procedures.

2.2. The Parties may explore possibilities for cooperation in the following sectors:

(a) Green and resilient infrastructure: The Parties intend to pursue their exchange on energy, transport, integrated water resources management and urban development.
(b) Climate change, nature and biodiversity: The Parties intend to work together on global and regional climate change issues (adaptation and mitigation), as well as on topics related to nature and biodiversity.
(c) Social infrastructure: The Parties intend to explore collaboration on health, nutrition and education infrastructure.
(d) Private sector investments: The Parties intend to enhance collaboration in the area of private capital mobilization and private sector development.

2.3 When both Parties consider it to be of strategic importance, other areas and forms of cooperation may be also explored, such as regional cooperation and integration as well as working with partners or coalitions of partners, also by seeking the cooperation of other co-financiers.

2.4 Further to the above-mentioned specific areas and sectors, the Parties hereby reiterate their strong interest in exploring additional forms of future cooperation, which may reflect their deeper engagement, as facilitated by this Memorandum.

## SECTION 3
## IMPLEMENTATION

3.1 The Joint Partnership Plan in annex details the implementation arrangements.

3.2 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.

3.3 Each Party designates the following focal points to support the implementation this Memorandum:

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

For **AFD:**
Executive Director
Mobilization, Partnerships and Communication Directorate
Groupe Agence française de développement
5, rue Roland Barthes
75598 Paris Cedex 12 – France
Email: saarpa@afd.fr – CC: destombesj@afd.fr

3.4 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 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 confidentiality and access to information. Except when required by its own internal rules, policies and procedures, or by any applicable law, 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.

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

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 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.

5.4 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.

5.5 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.

## SECTION 6
## EFFECTIVENESS, DURATION, TERMINATION AND AMENDMENT

6.1 This Memorandum becomes 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 six months advance written notice to the other Party. 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 intend to 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 AFD, each acting through its duly authorized representative, have signed this Memorandum in two originals, in the English language.

**FOR THE ASIAN INFRASTRUCTURE INVESTMENT BANK**

Name: Liqun Jin
Title: President
Date: 22/6/2023

**FOR THE AGENCE FRANÇAISE DE DEVELOPPEMENT**

Name: Rémy Rioux
Title: Chief Executive Officer
Date: June 22, 2023

**ANNEX: Joint Partnership Plan**

| Actions | Focal points for AIIB | Focal points for AFD | Activities |
|---|---|---|---|
| Intention to implement at least three pilot co-financing operations during the effectiveness of this Memorandum during the first three years | Vice President Investment Operations, Region 1 and Vice President for Investment Operations Region 2 | Executive Director for Mobilization, Partnerships and Communication (in coordination with Executive Director for Geographies) | In the first three years, this may include piloting parallel or joint co-financing activities with regular regional/country-level coordination |
| Intention to explore the possibility of developing a joint template for parallel or joint co-financing | Vice President, Policy and Strategy | Executive Director for Mobilization, Partnerships and Communication | Explore the possibility of developing a draft template for parallel or joint co-financing that may facilitate an enhanced project level cooperation |
| Intention to organize regular high-level meeting | Vice President, Policy and Strategy, in collaboration with Vice President Investment Operations, Region 1 and Vice President for Investment Operations Region 2 | Executive Director for Mobilization, Partnerships and Communication (in coordination with all relevant directorates and subsidiaries of the AFD Group) | The purpose of the meeting would be to take stock of the on-going collaboration efforts, review implementation progress of the Memorandum and refine a joint work program |
| Intention to organize regular regional or sub-regional level consultations | Vice President Investment Operations, Region 1 and Vice President for Investment Operations Region 2, in collaboration with Vice President, Policy and Strategy | Executive Director for Mobilization, Partnerships and Communication (in close coordination with Executive Director for Geographies) | The purpose of the meeting(s) would be to review the on-going joint activities and identify new collaboration opportunities at the operational level |