MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ASIAN INFRASTRUCTURE INVESTMENT BANK

AND

THE EXPORT-IMPORT BANK OF CHINA

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the "Memorandum") is between the Asian Infrastructure Investment Bank and the Export-Import Bank of China, (each a "Party" and jointly referred to as the "Parties").

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, 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 Export-Import Bank of China (hereinafter referred to as "China Eximbank") is a state-funded and state-owned policy bank with the status of an independent legal entity. Its mission is to support China's foreign trade, investment and international economic cooperation, and it carries out business pursuant to the Articles of Association approved by the State Council of China in October 2018. China Eximbank plays a crucial role in promoting China's steady growth and structural adjustment, supporting foreign trade, implementing the "going global" strategy, and promoting the sustainable and healthy development of China;

WHEREAS AIIB and China Eximbank share common objectives with regard to financing sustainable development in their respective countries of operations and common interest with an emphasis on, but not limited to, sustainable infrastructure;

WHEREAS the Parties acknowledge the potential benefits of cooperation between them for the realization of their shared objectives 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.

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, provided that such cooperation would not violate applicable laws and regulations which either Party may be bound by. The cooperation may include, but is not limited to:

(a) Exchanging prerequisites and potential leads for parallel or joint co-financing, in geographic areas and sectors of interest to both Parties;
(b) Exchanging prerequisites and potential leads for possible co-financing in the form of equity, debt and guarantees;
(c) Promoting further collaboration on on-lending business to strengthen the cooperative foundation created by the Green On-Lending Facility between the Parties;
(d) Promoting human resources development, including through cross-institutional learning and staff exchanges, subject to the Parties' respective rules, policies and procedures;
(e) Promoting policies and requirements on environmental and social standards, procurement and financial management in line with international standards;
(f) Jointly hosting internal and external knowledge sharing sessions in line with the Parties' respective rules, policies and procedures to promote pilot case studies of successful cooperation; and
(g) Exchanging strategies and policies in the area of climate and other financing related to the Sustainable Development Goals (SDGs).

2.2 Any activity that may be identified by the Parties under this Memorandum will, as appropriate, be subject to separate review processes, 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.

SECTION 3
IMPLEMENTATION

3.1 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.

3.2 Each Party will designate a focal point to support the implementation of this Memorandum, as follows:

For **AIIB**:
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: partnerships@aiib.org

For **China Eximbank**:
International Department
The Export-Import Bank of China
No.30, FuXingMenNei Street, XiCheng District, Beijing 100031, China
Email: international@eximbank.gov.cn

3.3 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 Parties may exchange information in order to benefit from each other's experience and expertise. Such exchange of information may take place in meetings, seminars, conferences, business-forums or other events and, in any case, will be subject to the Parties' respective obligations, rules, policies and procedures on access to information or confidentiality.

4.2 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 Party. Nor shall any third party obtain any legal benefit.

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 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.

5.4 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 either Party pursuant to their respective constituent instrument, organizational documents, headquarters agreement, or any international convention, or any applicable law.

SECTION 6
EFFECTIVENESS, DURATION, TERMINATION AND AMENDMENT

6.1 This Memorandum will become effective on the date it is duly signed by the authorized representatives of the two Parties and will remain in effect for three (3) years. Each Party may terminate this Memorandum earlier upon giving three 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 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.

IN WITNESS WHEREOF, AIIB and China Eximbank, each acting through its duly authorized representative, have signed this Memorandum of Understanding in two (2) originals, in the English language.

FOR THE ASIAN INFRASTRUCTURE INVESTMENT BANK	**FOR THE EXPORT-IMPORT BANK OF CHINA**
Name: Ludger Schuknecht Title: Vice President and Corporate Secretary Date: October 13, 2022	Name: ZHANG Wencai Title: Vice President Date: October 13, 2022