

**MEMORANDUM OF UNDERSTANDING  
ON COLLABORATION ON MATTERS TO ESTABLISH  
THE MULTILATERAL COOPERATION CENTER FOR  
DEVELOPMENT FINANCE**

**Dated March 25, 2019**

## **Memorandum of Understanding on Collaboration on Matters to Establish the Multilateral Cooperation Center for Development Finance**

This memorandum of understanding (“MOU”) is entered into on March 25, 2019, by and between the signatories as indicated in the signing page of this MOU. Signatories under this MOU are collectively referred to as “Parties” and individually referred to as a “Party”.

### **WHEREAS:**

On May 14, 2017, the Ministry of Finance of the People’s Republic of China (“MOF”) and Asian Development Bank, Asian Infrastructure Investment Bank, European Bank for Reconstruction and Development, European Investment Bank, New Development Bank and the World Bank Group<sup>1</sup> signed a Memorandum of Understanding and agreed to work closely together to promote infrastructure and connectivity.

Following the signing of the Memorandum of Understanding of May 14, 2017, MOF and Multilateral Development Institutions have been discussing actions to further the promotion of infrastructure and connectivity. Recognizing the importance of collaboration and coordination, the Parties, within the boundaries of their respective mandates, constituent and governing documents and policies, hereby enter into this MOU to collaborate on matters to establish the Multilateral Cooperation Center for Development Finance (“MCDF”).

### **ARTICLE I**

#### **MCDF MANDATE AND FUNCTIONS**

1. It is envisaged that the MCDF will serve as a platform to foster high-quality infrastructure and connectivity investments for developing countries, advocating a transparent, friendly, non-discriminatory and predictable financing environment, and taking into account debt sustainability in mobilizing finance. It is expected that the MCDF will focus its functions on the following three key areas:

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<sup>1</sup> The World Bank Group is collectively referring to the International Bank for Reconstruction and Development, the International Development Association, the International Finance Corporation and the Multilateral Investment Guarantee Agency, all international organizations existing in accordance with their respective Articles of Agreement, and the Convention Establishing the Multilateral Investment Guarantee Agency.

- a) **Information sharing** to facilitate flow of information across the Parties and other development partners to avoid duplication and enhance collaboration. Information sharing activities will be subject to data protection, information disclosure and/or access to information rules, procedures and policies of each Party and the relevant development partners as applicable.
- b) **Capacity building** to enhance relevant know-how and institutional capacity of developing countries and their development partners in areas including but not limited to investment climate, transparent and sustainable debt management, open procurement, environmental and social frameworks, and anti-corruption. This will also include support throughout the entire investment cycle, such as project design, implementation, monitoring and evaluation in accordance with each Party's respective rules, procedures and policies.
- c) **Project preparation** to finance upstream activities including but not limited to pre-feasibility and feasibility studies, and environmental and social assessment, all of which shall be in line with good international practice and each Party's relevant rules, policies and procedures.

2. The Parties may propose capacity building and project preparation activities to the MCDF and may, consistent with their respective rules, policies, procedures and capabilities, enter into such agreements as are necessary to implement any such activities that MCDF agrees to support.

## **ARTICLE II**

### **MCDF STRUCTURE**

1. A Coordination Committee conformed by the Parties is expected to be set up to provide strategic guidance to the MCDF. It is expected that it will facilitate the communication and cooperation among the Parties and development partners about their plans and activities relating to infrastructure and connectivity investments.
2. The daily operation of the MCDF is expected to be supported by a Secretariat.
3. A funding mechanism/facility is expected to be established to support the MCDF functions.

## **ARTICLE III**

### **CONFIDENTIALITY, DISCLOSURE AND PUBLICITY**

1. The disclosure of information with respect to the collaborative activities contemplated herein will be made in accordance with, and to the extent permitted by, each Party's respective rules, procedures, policies, data protection, disclosure and access to

information. Any confidential information shared pursuant to this MOU shall not be disclosed to the public or any third party or other entity, without the prior written consent of the owner or provider of such information. The Parties will first consult with each other concerning the manner and form of any publicity or acknowledgement of each of the Parties' support regarding any of the activities undertaken pursuant to this MOU.

2. The Parties may disclose this MOU in accordance with their respective rules, procedures and policies in effect at the time of such disclosure. By entering into this MOU, each Party consents to such disclosure.

#### **ARTICLE IV**

##### **NAMES, MARKS AND LOGOS**

Except as prescribed in Article III Point 2 of this MOU, each Party understands that it may not use the names or logos of any other Party without obtaining prior consent of the relevant Party pursuant to a written agreement. Without limitation to the foregoing the Parties understand that none of them may use another's name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of each Party, or its policies, products or services by any of the others.

#### **ARTICLE V**

##### **MISCELLANEOUS**

1. This MOU reflects the Parties' intention to collaborate, expressed in good faith. This MOU does not create any legal obligation or the incurrence of any liability on any Party. This MOU does not represent any commitment with regard to funding or any form of preferential treatment on the part of any Party. Any detailed commitment shall be laid down in separate agreements that may be entered into by one or more Parties.

2. This MOU shall become effective upon execution by the authorized signatories of the Parties. After the execution of this MOU, other parties may execute this MOU and become Parties under this MOU, which will be reflected through an update to the signing page, subject to the unanimous written consent of the Parties.

3. Without prejudice to each Party's own decision-making procedures, the entering into this MOU does not prejudice by any means the possibility or right of each Party to collaborate with some Parties or other entities in the same field.

4. A Party may cease to participate in this MOU by giving prior written notice to the other Parties, and the date of withdrawal shall be the date specified in such written notice. If no specific date for withdrawal is provided in such notice, the concerned Party shall be deemed as ceasing to participate in this MOU as of the day falling three months after the date on which such notice is given.

5. Nothing in this MOU is intended to be, or should be construed as a waiver, renunciation or any other modification of the privileges, immunities and/or exemptions of each Party, or of its officers and employees, under their respective organizational documents, or any international convention, or any applicable law.

6. Any differences arising from the interpretation or application of this MOU will be resolved through amicable and mutual consultation between the Parties.

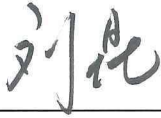
7. This MOU may be amended by mutual written consent of the Parties under this MOU.

8. This MOU shall be executed in English in nine (9) originals. Each Party will hold one (1) original copy.

9. Written communications relating to collaboration under this MOU may be directed to the persons and addresses indicated in the Annex to this MOU, or to such other person as each Party may designate.

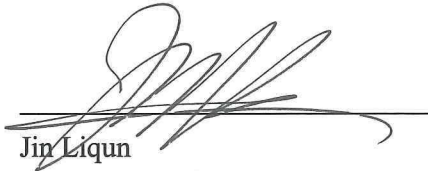
IN WITNESS WHEREOF, this MOU has been signed in Beijing, China, as of the date first above written.

For and on behalf of:  
**THE MINISTRY OF FINANCE OF THE  
PEOPLE'S REPUBLIC OF CHINA**



Liu Kun

For and on behalf of:  
**THE ASIAN INFRASTRUCTURE  
INVESTMENT BANK**



Jin Liqun

For and on behalf of:  
**THE EUROPEAN BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**



Betsy Nelson

For and on behalf of:  
**THE INTER-AMERICAN DEVELOPMENT  
BANK**



Claudia Bock-Valotta

For and on behalf of:  
**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,  
INTERNATIONAL DEVELOPMENT ASSOCIATION,  
INTERNATIONAL FINANCE CORPORATION,  
MULTILATERAL INVESTMENT GUARANTEE AGENCY**



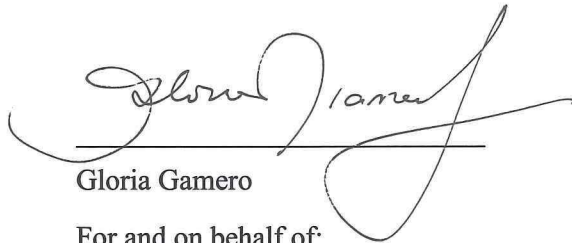
Victoria Kwakwa

For and on behalf of:  
**THE ASIAN DEVELOPMENT BANK**



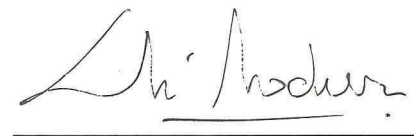
Ayumi Konishi

For and on behalf of:  
**THE CORPORACIÓN ANDINA DE  
FOMENTO**



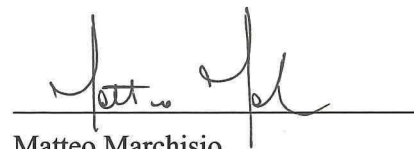
Gloria Gamero

For and on behalf of:  
**THE EUROPEAN INVESTMENT BANK**



Alain Nadeau

For and on behalf of:  
**THE INTERNATIONAL FUND FOR  
AGRICULTURAL DEVELOPMENT**



Matteo Marchisio

**CONTACT INFORMATION AND COMMUNICATIONS**

**For the Ministry of Finance of the People's Republic of China**

Name: Zhang Wencai

Title: Director General

Address: The Ministry of Finance

No 3, Sanlihe Nansanxiang, Xicheng District, Beijing, China, 100820

Email: mr.zhangwencai@foxmail.com

**For the Asian Development Bank**

Name: Ayumi Konishi

Title: Special Senior Advisor to the President

Address: The Asian Development Bank

6 ADB Avenue, Mandaluyong City, Metro Manila, 1550, Philippines

Email: akonishi@adb.org

**For the Asian Infrastructure Investment Bank**

Name: Zheng Quan

Title: Director General, Policy, Strategy and Budget Department

Address: The Asian Infrastructure Investment Bank

B-9 Financial Street, Xicheng District, Beijing, China, 100033

Email: qzheng@aiib.org

**For the Corporación Andina de Fomento**

Name: Gloria Gamero

Title: Director of Institutional Funding

Address: The Corporación Andina de Fomento

Avenida Luis Roche, Torre CAF, Piso 9 Altamira Caracas,

República Bolivariana de Venezuela

Email: ggamero@caf.com

**For the European Bank for Reconstruction and Development**

Name: Alexia Latortue

Title: Managing Director, Corporate Strategy

Address: The European Bank for Reconstruction and Development

One Exchange Square, London EC2A 2JN, United Kingdom  
E-mail: Latortua@ebrd.com

**For the European Investment Bank**

Name: Alain Nadeau  
Title: Head of Representation to China and Mongolia  
Address: The EIB Representation to China  
Qiankun Mansion, 6 Sanlitun Xiliujie,  
Chaoyang District, Beijing, China, 100027  
Email: beijing@eib.org

**For the Inter-American Development Bank**

Name: Manager  
Title: Office of Outreach and Partnerships  
Address: The Inter-American Development Bank  
1300 New York Avenue, NW, Washington DC 20577  
United States of America  
Email: partnerships@iadb.org

**For the International Fund for Agricultural Development**

Name: Matteo Marchisio  
Title: Country Director and IFAD Representative in China and Mongolia  
Address: IFAD Country Office in China  
Room 6-1-102, Tayuan DRC Compound  
No.1 Xindong Rd., Chaoyang District, Beijing, China 100600  
Email: m.marchisio@ifad.org

**For the World Bank Group**

Name: Martin Raiser  
Title: Country Director for China and Mongolia  
Address: The World Bank Office, Beijing  
16<sup>th</sup> Floor, China World Office 2,  
No. 1 Jianguomenwai Ave., Beijing, China 100004  
Email: mraiser@worldbank.org