MEMORANDUM OF UNDERSTANDING ON COLLABORATION ON MATTERS OF COMMON INTEREST UNDER THE BELT AND ROAD INITIATIVE

BETWEEN

MINISTRY OF FINANCE OF THE PEOPLE'S REPUBLIC OF CHINA

AND

THE ASIAN DEVELOPMENT BANK

THE ASIAN INFRASTRUCTURE INVESTMENT BANK

THE EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

THE EUROPEAN INVESTMENT BANK

THE NEW DEVELOPMENT BANK

THE WORLD BANK GROUP

Dated May 14, 2017

MEMORANDUM OF UNDERSTANDING ON COLLABORATION ON MATTERS OF COMMON INTEREST UNDER THE BELT AND ROAD INITIATIVE

This Memorandum of Understanding ("MOU") is signed on May 14, 2017, and sets forth the intentions of Ministry of Finance of the People's Republic of China ("China") and the following multilateral development banks (collectively referred to as the "MDBs"), to collaborate on matters of common interest under the Belt and Road Initiative as outlined in this MOU:

- (i) The Asian Development Bank;
- (ii) The Asian Infrastructure Investment Bank;
- (iii) The European Bank for Reconstruction and Development;
- (iv) The European Investment Bank;
- (v) The New Development Bank; and
- (vi)The International Bank for Reconstruction and Development, the International Development Association, the International Finance Corporation and the Multilateral Investment Guarantee Agency (collectively referred to as the "World Bank Group"), all international organizations existing in accordance with their respective Articles of Agreement, and the Convention Establishing the Multilateral Investment Guarantee Agency, as applicable.

WHEREAS:

- (A) The Belt and Road Initiative ("BRI"), while still under development, seeks to promote the connectivity of the Asian, European and African regions; establish and strengthen partnerships among the countries along the BRI routes; set up multi-tiered and composite connectivity networks; and realize diversified, independent, balanced and sustainable development in the countries involved, and promote mutual prosperity among them.
- (B) The MDBs are committed to promoting sustainable and inclusive development, contributing to the improvement of living standards and reducing poverty in

their respective member countries and/or in eligible countries of operations in line with their respective mandates, constituent and governing documents and policies.

(C) China and the MDBs recognize that the BRI could present an opportunity to support sustainable development in the countries involved.

Therefore, China and the MDBs, within the boundaries of their respective mandates, would like to explore opportunities for collaboration as set forth below:

ARTICLE I

PROPOSED AREAS OF COLLABORATION

- 1. China and the MDBs, in line with their respective mandates and country partnership strategies or policies, regional and sub-regional programs, as the case may be, which guide the relationship and activities of the MDBs and their respective member countries or countries of operation along the BRI routes, if any, anticipate that their collaboration in relation to the BRI could be focused on the following areas:
- (i) Enhanced support to infrastructure and connectivity projects.
- (ii) Building stable, diversified, and sustainable development financing mechanisms.
- (iii) Improving the business climate.
- (iv) Strengthening coordination and capacity building and
- (v) Supporting the implementation of the United Nations 2030 agenda for Sustainable Development, the achievement of the Sustainable Development Goals, and the Paris Agreement on Climate Change.
- 2. Any specific activities, services or projects that may be identified among China and the MDBs within the scope of this Article I will, as appropriate, be set forth in separate instruments, agreements or arrangements, as the case may be, to be entered into by China and/or each of the MDBs. With respect to any such specific activity, service or project contemplated, China and the MDBs may express their intention to establish any relevant commitments, cost-sharing or cost recovery arrangements, to be set forth by separate instruments, agreements or arrangements, to be entered into, where applicable, by China and/or each of the MDBs.

3. China is committed to establish the Multilateral Cooperation Center for Development Finance to promote concrete actions and cooperation in the above-mentioned five areas and will invite collaboration with the MDBs.

ARTICLE II

CONFIDENTIALITY, DISCLOSURE AND PUBLICITY

- 1. The disclosure of information with respect to the cooperative activities contemplated herein will be made in accordance with, and to the extent permitted by, each of the MDBs' respective policies on access to information. Any confidential information shared pursuant to this memorandum shall not be disclosed to the public or any third party, without the prior written consent of the owner or provider of such information.
- 2. China and the MDBs may disclose this MOU and information related to this MOU in accordance with their respective policies in effect at the time of such disclosure. China and the MDBs will first consult with each other concerning the manner and form of any publicity or acknowledgement of China and/or the MDBs' support regarding any activities undertaken pursuant to this MOU.

ARTICLE III

NAMES, MARKS AND LOGOS

1. China and each of the MDBs understand that none of them may use the other names or logos of any other without obtaining prior consent of the relevant party pursuant to a written agreement. Without limitation to the foregoing, China and the MDBs 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 such party, or its policies, products or services by any of the others.

ARTICLE IV

MISCELLANEOUS

1. This MOU is not intended to create binding obligations on China or any of the MDBs or confer any right on any third party. This MOU is only a statement of intent by China and the MDBs to collaborate on matters of common interest under the BRI.

- 2 This MOU shall become effective upon execution by the authorized signatories of China and each of the MDBs and will remain in force for a period of five (5) years. This MOU may be renewed with the mutual written consent of China and each of the MDBs.
- 3 China or any of the MDBs may cease to participate in this MOU by giving prior written notice to the others, 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.
- 4 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 China or any of the MDBs, or of their officers and employees, under their respective organizational documents, or any international convention, or any applicable law.
- 5 Any differences arising from the interpretation or application of this MOU will be resolved through amicable and mutual consultation between China and /or the MDBs.
- 6 This MOU may be amended by mutual written consent of China and each of the MDBs.
- 7 This MOU shall be executed in English in seven (7) originals, one for China and one for each of the MDBs.
- 8. 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 China and/or each of the MDBs 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:

MINISTRY OF FINANCE OF THE PEOPLE'S REPUBLIC OF CHINA

For and on behalf of:

THE ASIAN DEVELOPMENT BANK





Xiao Jie

For and on behalf of

THE ASIAN INFRASTRUCTURE INVESTMENT BANK

Stephen P. Groff

For and on behalf of

THE EUROPEAN BANK RECONSTRUCTION DEVELOPMENT

FOR AND

Jin Liqun

For and on behalf of

THE EUROPEAN INVESTMENT BANK

Enzo Quattrociocche

For and on behalf of

THE NEW DÉVELOPMENT BANK

Jean-Christophe Laloux

For and on behalf of

THE WORLD BANK GROUP

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Kundapur Vaman Kamath

ANNEX

CONTACT INFORMATION AND COMMUNICATIONS

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