

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE NEW DEVELOPMENT BANK**

**AND**

**SHANGHAI UNIVERSITY OF FINANCE AND ECONOMICS**

**ON**

**STRATEGIC COOPERATION**

**MEMORANDUM OF UNDERSTANDING** (“MOU”) between the New Development Bank (“NDB”) and Shanghai University of Finance and Economics (“SUF”), hereinafter referred to collectively as “Parties,” and separately as a “Party”;

**WHEREAS** NDB is a multilateral development bank established by the Governments of the Federative Republic of Brazil, the Russian Federation, the Republic of India, the People’s Republic of China, and the Republic of South Africa (“BRICS”) to mobilize resources for infrastructure and sustainable development projects in BRICS and other emerging economies and developing countries, complementing the existing efforts of multilateral and regional financial institutions for global growth and development;

**WHEREAS** SUFE is a multi-disciplinary university under direct management of Ministry of Education of P. R. China, with strong advantages in fields of economics, finance, business and management;

**WHEREAS**, the Parties would like to explore opportunities for collaboration within the boundaries of their respective mandates;

**NOW THEREFORE** the Parties have reached the following understanding:

## **Article 1**

### **Objective**

The objective of this MOU is to establish and promote collaboration

between the Parties in matters of mutual interest, and to set out areas for strategic cooperation that can optimize the Parties' resources and professional advantages.

## **Article 2**

### **Cooperation Fields**

The Parties intend to cooperate in the following fields:

#### **I. Special Collection and Access to E-library for NDB at SUFE Library**

SUFE library would assist NDB in collecting and cataloguing documents that are allowed to be accessible to the public. On the premise of not violating relevant copyright provisions, and based on common purpose of scientific research and/or education, SUFE will provide access for NDB staff to SUFE e-library.

#### **II. Joint Research**

The Parties may draw on their own advantages and develop joint research on topics with common interests in the financial, economics and other concerning fields.

#### **III. Joint Workshop and Seminar**

The Parties may exchange knowledge through co-organizing workshops and seminars on topics of common interest.

#### **IV. Training and Internship**

SUFE may support capacity building of NDB through providing training on

priority areas identified by NDB, and NDB will explore and pursue internship opportunities for SUFE students.

### **Article 3**

#### **Costs**

Unless otherwise agreed in writing by the Parties, each Party will be responsible for its own costs and expenses in connection with undertaking any action contemplated pursuant to this MOU, including but not limited to salary, subsistence, travel, and lodging and other costs of such Party's employees.

### **Article 4**

#### **Confidentiality**

All information received by each Party regarding this MOU shall be confidential, unless agreed otherwise. Without the prior written consent of the disclosing Party, the other Party shall not disclose any information regarding this MOU to any third party.

### **Article 5**

#### **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 incurrance of any liability on the part of any of them. Nor shall any third party obtain any legal benefit from this Memorandum.

It is understood and agreed that nothing in this Memorandum will constitute, or be construed as, an offer, promise, undertaking or commitment by 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.

## **Article 6**

### **Publicity**

Each Party may jointly or separately make external public announcements regarding this MOU, in accordance with their respective policies. The Parties will first consult with each other concerning the manner and form of any publicity pursuant to this MOU.

## **Article 7**

### **Immunities and Privileges**

Notwithstanding any provision in this MOU, NDB has not waived any immunity and privilege to which it is or may be entitled to, by virtue of international or domestic law.

## **Article 8**

### **Effective Date, Duration and Termination**

This MOU shall be deemed effective from the date of signature by both Parties. This MOU shall remain in force for a period of 3 years unless terminated by either Party by giving 30 days' written notice, and thereupon all the undertakings of Parties, save for the obligations in Article 4 on Confidentiality, under this MOU will terminate.

## **Article 9**

### **Amendments**

The Parties may amend this MOU at any time by written mutual consent.

Any amendments and supplements to this MOU will be made in written form and signed by duly authorized signatory of each respective Party and will be an integral part of this MOU.

## Article 10

### Dispute Settlement

Disputes arising from and in relation to this MOU shall be resolved through negotiation and consultation by both Parties in good faith.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized have signed this MOU in duplicate in the English language.

This page serves as the signature page and contains no body text.

DONE at Shanghai on this 31 day of May 2017.

(Signature) 

Name: Paulo Nogueira Batista Jr.

Title: Vice President

New Development Bank

(Signature) 

Name: Fan Liming

Title: President

Shanghai University of Finance and Economics