

**Memorandum of Understanding**

**ON**

**Cooperation with the New Development Bank**

**BY**

**Banco Nacional de Desenvolvimento Econômico e Social – BNDES,  
State Corporation “Bank for Development and Foreign Economic Affairs  
(Vnesheconombank)”,**

**Export-Import Bank of India,**

**China Development Bank Corporation,**

**Development Bank of Southern Africa Limited**

This Memorandum of Understanding (hereinafter, the MoU) is signed on \_\_\_ July 2015 in Ufa, Russian Federation by

**Banco Nacional de Desenvolvimento Econômico e Social – BNDES**, a wholly-owned federal government company duly established and validly existing under the laws of the Federative Republic of Brazil (“**Brazil**”), with its registered head office in Brasilia, Federal District, and principal place of business at 100 Av. República do Chile, the city of Rio de Janeiro, State of Rio de Janeiro, CEP 20031-917;

**State Corporation “Bank for Development and Foreign Economic Affairs (Vnesheconombank)”**, a state corporation established and existing under the law of the Russian Federation (“**Russia**”) in compliance with Federal Law No. 82-FZ “On Bank for Development” dd. 17.05.2007, with its registered head office at 9 Akademika Sakharova Prospekt, Moscow 107996, the Russian Federation;

**Export-Import Bank of India**, a state-owned corporation duly established under the Act of Parliament of the Republic of India (“**India**”) and having its head office at Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai-400 005, the Republic of India;

**China Development Bank Corporation**, a state-owned corporation duly established under the laws of the People’s Republic of China (“**China**”), with its head office at 18 Fuxingmennei Street, Xicheng District, Beijing 100031, the People’s Republic of China; and

**Development Bank of Southern Africa Limited**, a state-owned development finance institution duly established under the laws of the Republic of South Africa (“**South Africa**”), with its head office at 1258 Lever Road, Headway Hill, Midrand, 1685, the Republic of South Africa;

(each party being individually referred to as the **Party** and collectively as the **Parties**),

Taking into consideration close economic cooperation between the Federative Republic of Brazil, the Republic of India, the People's Republic of China, the Russian Federation and the Republic of South Africa, as well as the Agreement on the New Development Bank signed by the BRICS governments on July 15, 2014 in Fortaleza, Brazil;

Acknowledging the strategic relevance of such cooperation for sustainable development and inclusive economic growth;

Given high aspiration towards future economic and investment cooperation within BRICS;

Emphasizing the willingness of the Parties to form a dialogue and to explore areas of cooperation with the New Development Bank on matters of mutual interest;

And in furtherance of the agreements on cooperation concluded thus far by the Parties, the Parties hereto agree as follows:

### **Article 1. Areas of Cooperation**

Guided by the existing international banking practices, all applicable laws and regulations, and principles of equality, mutual benefit, responsible financing, partnership and the balance of interest, the Parties intend to cooperate with the New Development Bank, to the extent that it is within their respective mandates, missions, policies and procedures including in the areas of infrastructure and sustainable development projects and any other areas of mutual interest in order to strengthen and enhance trade and economic relations among member countries.

The Parties are ready to explore cooperation in mobilizing resources for infrastructure and sustainable development projects in BRICS and other emerging economies and developing countries.

## **Article 2. Forms of Cooperation**

The Parties agree to promote cooperation with the New Development Bank and to take coordinated steps towards forming a mutually beneficial partnership with this new financial institution. For this the Parties intend to engage in the following forms of interaction with the New Development Bank within the areas of infrastructure and sustainable development as well as other areas of mutual interest:

- agreements, including loan facilities, currency swaps and issuance of bonds;
- joint programs for project finance;
- information sharing on potential projects, and mechanisms for project monitoring;
- guarantees and counter-guarantees to secure obligations, including in respect of securities issued by the Parties;
- investment funds to finance projects in sectors and industries that are of priority for the Parties;
- experience and knowledge sharing through consultations, conferences, round tables, etc.
- regular dialogue and meetings between the Parties and the New Development Bank.

### **Article 3. Non-binding**

In order to avoid any doubts about rights or obligations related to this MoU, it is recognized by the Parties that this is a statement of good faith intent and mutual understanding of the Parties.

It is not an international agreement nor does it create legally binding rights or obligations, financial or otherwise, on the Parties or their officers or employees. This MoU does not bind the Parties to enter into any agreements or projects, nor does it give any preference right for any agreement, project or transaction each Party intends to enter into.

Nothing contained herein except for confidentiality restrictions of Article 4 below shall confer any legal rights or obligations on any Parties. The terms and conditions of any co-financing to be provided by any of the Parties regarding the areas mentioned in Article 2 will be discussed by the Parties separately from this MoU, on each individual project, under specific individual agreements (contracts).

These and any other activities agreed to between the Parties shall be subject to the respective regulatory requirements, internal objectives, credit approval, functions, policies and procedures of the Parties.

### **Article 4. Confidentiality Restrictions**

The Parties herein agree that all information delivered under this MoU is subject to the laws, programs and policies of their respective governments and, specifically, to laws regulating banking secrecy and regulations to which each Party may be subject in their respective countries. Unless otherwise agreed and required to be disclosed by law, regulation or governmental order, all information received by each Party under this MoU shall be subject to the treatment of confidentiality by the recipient Party and may not be disclosed, without the prior written consent of the disclosing Party, to any third parties.

### **Article 5. Meetings and Costs**

In order to accomplish the cooperation described herein regarding the arrangement of meetings and other activities to establish direct contact among them and to exchange information on a regular basis, the Parties shall proceed in accordance with their respective internal rules.

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

### **Article 6. Term and Termination**

This MoU will become effective upon the signature of the authorized officials of the respective Parties and will remain in effect for two years from the date of its signature, unless it is extended in writing by common consent of the Parties. The extension of this MoU can be for the same term, provided that the total term of this MoU is no longer than sixty (60) months. Either Party may terminate the cooperation hereunder, but such termination shall not result in the termination of other contracts (agreements) concluded between the Parties.

### **Article 7. Miscellaneous**

(a) The Parties may modify the terms of the MoU at any time by written common consent and any amendments and supplements shall be made in written form and signed by duly authorized representatives of each respective Party and shall be an integral part of this MoU.

(b) Any notice, request, report or other communication in respect hereof, including the termination notice, shall be prepared in the English language and

may be delivered by hand or internationally recognized courier service, registered airmail or by e-mail, to the other Party or Parties.

The address, including the relevant department or officer for whose attention communication is to be marked, of each of the Parties is set forth below:

**For Banco Nacional de Desenvolvimento Econômico e Social– (BNDES):**

Unit: Deputy Director of International Division  
Address: Av. República do Chile, 330 / 21º andar – Torre Oeste  
Centro, Rio de Janeiro – RJ, CEP 20031-917  
Telephone: Tel: + 55 21 2172 6893  
E-mail: lbf@bndes.gov.br

**For State Corporation «Bank for Development and Foreign Economic Affairs (Vnesheconombank)»:**

Unit: External Relations Department  
Address: 9 Akademika Sakharova Prospekt, Moscow, Russia, 107996  
Telephone: +7 495 782 9485  
E-mail: brics@veb.ru

**For Export-Import Bank of India (Exim Bank):**

Unit: Chief General Manager, Research & Analysis  
Address: Floor 21, World Trade Centre Complex, Cuffe Parade,  
Mumbai, India, 400 005  
Telephone: +91 22 22160364  
E-mail: cprmenon@eximbankindia.in

**For China Development Bank Corporation (CDB):**

Unit: International Finance Department  
Address: No. 18Fuxingmennei Street, Xicheng District, Beijing, the  
People's Republic of China, 100031  
Telephone: +86 10 68307342  
E-mail: zhouzhenheng@cdb.cn

**For Development Bank of Southern Africa Limited (DBSA):**

Department: Office of the Chief Executive Officer  
Address: 1258 Lever Road, Headway Hill, Midrand, 1685, South  
Africa  
Telephone: +27 (0)11 313 3341 / 3516  
E-mail: bricsicm@dbsa.org

(c) All disputes arising from this MoU or in regard hereto shall be resolved by the Parties through negotiations.

This MoU is intended to define general areas of cooperation between the Parties and shall not create any financial obligations on the Parties. Likewise, unless expressly agreed otherwise in writing, nothing contained herein shall be deemed to obligate either Party to deal exclusively with the other Party with respect to any project, transaction or matter arising during the term of this MoU. Each Party recognizes that the cooperation described in this MoU is not exclusive and that each Party may enter into similar cooperation agreements with any other party or parties.



The Parties may publish this MoU in a form acceptable to each of the Parties in accordance with national laws or internal policies.

In witness whereof, Banco Nacional de Desenvolvimento Econômico e Social – BNDES, State Corporation “Bank for Development and Foreign Economic Affairs (Vnesheconombank)”, Export-Import Bank of India, China Development Bank Corporation and Development Bank of Southern Africa Limited, each acting through its duly authorized representative, have executed and delivered this Memorandum of Understanding in five (05) original English language and identical counterparts at the City of Ufa, on this day 9<sup>th</sup> July 2015.