MEMORANDUM OF UNDERSTANDING
BETWEEN
ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA
AND
THE AFRICAN DEVELOPMENT BANK
AND
THE AFRICAN DEVELOPMENT FUND
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MEMORANDUM OF UNDERSTANDING (the “MOU”) dated this 21st day of Nov 2008, between the Arab Bank for Economic Development in Africa (hereinafter referred to as “BADEA”), of the one part, and the African Development Bank (hereinafter referred to as “ADB”) and the African Development Fund (hereinafter referred to as “ADF”, and unless the context otherwise requires the ADB and ADF shall hereinafter be collectively referred to as the “ADB”), of the other part.

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING:

CONSIDERING that the primary objective of the ADB is to contribute to the sustainable economic development and social progress of its African Member States (“Regional Members”) individually and jointly; and the purpose of the ADF is to assist the ADB in fulfilling its objective, as well as the promotion of co-operation, including regional and sub-regional co-operation and increased international trade, particularly among the Regional Members;

FURTHER CONSIDERING that the primary objective of BADEA is to strengthen economic, financial and technical cooperation between African countries and Arab World countries, to make Arab-African solidarity a concrete reality and to base this partnership on foundations of friendship and equality. To this end, BADEA was given a mandate to assist in financing economic development in non-Arab African countries, enhance the contribution of Arab capital in African development and to help provide the technical assistance required for the development of Africa;

NOTING the evolving needs of the Regional Members and the development lessons that could be learnt from the BADEA experience, and for purposes of mutually strengthening the effectiveness, impact, efficiency and sustainability of the development operations of the MOU parties;
DETERMINED to provide, through their joint efforts and within the limitations of their respective resources, mandates and policies, coordinated and harmonised services to the Regional Members, in a cost-effective and efficient manner;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

ARTICLE I

PURPOSE

The purpose of the present MOU is to facilitate collaboration between the parties hereto in matters of common interest and to establish the working framework necessary for the implementation of this collaborative work.

ARTICLE II

SCOPE

The parties to this MOU hereby agree to join efforts and maintain a continuous working relationship for the achievement of common objectives of assisting Regional Members in their economic development activities. To this end, the parties shall, in accordance with the provisions set forth hereinafter, endeavour to cooperate on matters of common interest and formulate and implement joint activities.

ARTICLE III

FOCUS AREAS OF COOPERATION

The following shall constitute the focus areas of co-operation:

(i) Agriculture and Agro-industry;
(ii) Human Development including health and education;
(iii) Environment;
(iv) Governance;
(v) Private Sector;
(vi) Infrastructure;
(vii) Arrears Management;
(viii) NEPAD, Regional Integration and Trade;
(ix) Water Supply and Sanitation;
(x) Information Technology; and
(xi) Any other areas as may be agreed upon between the parties from time to time.

ARTICLE IV
CONSULTATION

4.1 The parties shall keep each other informed and, whenever necessary, consult each other on matters of mutual interest.

4.2 The parties shall maintain close institutional dialogue to ensure a coherent approach and identify and exploit the comparative advantages of each other. The parties shall meet whenever appropriate to:

(i) identify programmes or projects for cooperation;
(ii) formulate an annual joint action plan for the implementation of such programmes or projects; and
(iii) review the progress of programmes and projects specified in the joint action plan.

ARTICLE V
EXCHANGE OF INFORMATION

The parties hereto shall exchange relevant information and data on matters of common interest and collaborate in the collection, analysis and dissemination of such information and data, subject to such arrangements as may be necessary or applicable under any document and information restriction policies of the parties for safeguarding the confidential nature of certain information and/or data.

ARTICLE VI
REPRESENTATION

A party to this MOU may, as appropriate, invite the other party to attend seminars, symposia, workshops or conferences of mutual interest, convened or otherwise supported by such party.
ARTICLE VII
IMPLEMENTATION AND COST SHARING

7.1 The parties to this MOU shall make available, to the extent feasible, the services of their staff for conducting the joint programmes and projects. The parties may identify, as appropriate, other resource persons who may be engaged as experts, including staff of other international or regional organizations as mutually agreed by the parties.

7.2 Costs or expenses relating to, or arising from, activities undertaken pursuant to this MOU shall be borne by one or both parties in accordance with supplementary agreements in conformity with Article VIII to be reached by the parties prior to the implementation of the joint activities concerned.

ARTICLE VIII
SUPPLEMENTARY ARRANGEMENTS

Funding for the joint technical assistance activities to be implemented under this MOU shall be covered by supplementary agreements between the parties (such as an exchange of letters). The obligations of the parties to jointly finance the programmes to be implemented pursuant to this MOU shall be contingent upon concluding such supplementary agreements.

ARTICLE IX
ENTRY INTO FORCE, DURATION AND TERMINATION

9.1 This MOU shall enter into force on the date of signature by both parties and shall remain in effect for five (5) years from that date unless terminated in accordance with paragraph 9.2 hereof. It may be renewed by agreement of the parties at the end of its five-year term.

9.2 This MOU may be terminated by either party by giving six (6) months' advance notice to the other party. Such termination shall take effect as of the date specified in the termination notice, provided that the provisions herein
contained shall remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to on-going joint activities.

ARTICLE X
CHANNEL OF COMMUNICATION AND NOTICES

10.1 For the purpose of facilitating the implementation of this MOU, the channel of communication for the parties shall be:

(a) For BADEA:
Director, Operations Department
Arab Bank for Economic Development in Africa
Abdel-Rahman El-Mahdi Street, P.O. Box 2640,
Khartoum 11111,
Republic of Sudan
Telephone Number: +249 183 773 709/773 646
Fax Number: +249 183 770 600

(b) For the ADB and the ADF:
Head, Partnerships & Cooperation Unit
African Development Bank
Temporary Relocation Agency
15 Avenue du Ghana
B.P. 323
1002, Tunis Belvedere
Tunisia
Tel. (216-71) 10 21 34
Fax: (216-71) 83 01 72

10.2 Any notice, request or other communications under this MOU shall be in writing and shall be deemed to have been duly given or made when it has been delivered by hand, post or facsimile, as the case may be, by either party to the other at the address specified in this MOU or such other address as either party may notify to the other party.

\[\text{Signature}\]
ARTICLE XI
AMENDMENT AND SETTLEMENT OF DISPUTES

11.1 This MOU may be amended by mutual written agreement of the parties. Any amendment shall be without prejudice to any rights or obligations accruing or incurred under this MOU or supplementary agreements thereto reached pursuant to Article VIII, prior to the effective date of such amendment.

11.2. Any dispute over the interpretation or application of any provision herein contained shall be settled amicably through consultations or by such other means as the parties shall mutually agree.

IN WITNESS THEREOF, BADEA, the ADB and the ADF, each acting through its representative duly authorized thereunto, have signed this Memorandum of Understanding on the date first above written in two original counterparts in English.

FOR THE ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA

FOR THE AFRICAN DEVELOPMENT BANK AND THE AFRICAN DEVELOPMENT FUND

Ustaz Abdel Aziz KHELEF
Director General

Donald KABERUKA
President