Food and Agriculture Organization of the United Nations

ASIAN INFRASTRUCTURE INVESTMENT BANK

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)

AND

THE ASIAN INFRASTRUCTURE INVESTMENT BANK (AIIB)

WHEREAS the Food and Agriculture Organization of the United Nations ("FAO") is a Specialized Agency of the United Nations system established in 1945 to raise levels of nutrition and standards of living for all people in FAO Member Nations, to secure improvements in the efficiency of production and distribution of food and agricultural products, and to contribute toward expanding world economy and ensure humanity's freedom from hunger;

WHEREAS FAO has the mandate to support countries to make more and better investment decisions concerning food security, nutrition, agriculture and rural development, raise incomes, safeguard the natural environment and better manage natural resources;

WHEREAS the Asian Infrastructure Investment Bank ("AIIB") is a multilateral development bank, established under the Articles of Agreement of the AIIB, with the purpose to: (i) foster sustainable economic development, create wealth and improve infrastructure connectivity in Asia by investing in infrastructure and other productive sectors; and (ii) promote regional cooperation and partnership in addressing development challenges by working in close collaboration with other multilateral and bilateral development institutions;

WHEREAS FAO and AIIB (collectively referred to as "Parties" and individually as "Party"), recognizing the importance of development of rural infrastructure, management of natural resources and climate resilience, seek to build upon their strength with the aim of contributing to the achievement of the Sustainable Development Goals of the United Nations 2030 Agenda;

WHEREAS the Parties intend to conclude this Memorandum of Understanding ("MoU") with the aim of formalizing a common framework whereby they may cooperate and collaborate on matters of common interest.

NOW THEREFORE, the Parties, based on mutual trust and in a spirit of cooperation, enter into this MoU to evidence their in-principle intentions:

Article 1: Purpose

1. The purpose of this MoU is to provide for a non-exclusive framework for collaboration between the Parties to further their shared goals and objectives, as further elaborated under Article 2 below.

2. The present MoU implies no financial commitment by either Party. Activities to be identified and agreed upon between the Parties will be subject to the respective mandate, expertise, policies and procedures of the Parties.

3. Any activities identified under this MoU as opportunities for collaboration between the Parties will be subject to the execution of appropriate separate legal agreement(s) between the Parties.

4. This MoU reflects the views and intentions of the Parties to cooperate in good faith but without the creation of any binding obligation or the incurrence of any liability on the part of either Party. This MoU will not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this MoU or otherwise. Nothing in this MoU will limit the right of, or prevent the Parties from, entering into memoranda or arrangements with other parties with respect to any activity covered by this MoU.

Article 2: Areas of cooperation and types of activities

1. The Parties may, in particular, explore the possibility of cooperating in a number of specific areas within their respective mandate, including, but not limited to:

(a) Integrated water resources management; irrigation and drainage; flood and drought management; Water, Sanitation and Hygiene (WASH), and nature based solutions;
(b) Climate change adaptation and mitigation in rural, urban and peri-urban environments and strengthening resilience;
(c) Infrastructure related to logistics and the food supply chain;
(d) Digital solutions that increase efficiency, productivity and sustainability of investments;
(e) Infrastructure investments contributing to social development, including with a focus on gender and vulnerable groups;
(f) The One Health approach, strengthening of pandemic preparedness, prevention and response capacity, and improvement of nutrition;
(g) Support to agrifood transformation through South-South and Triangular Cooperation; and
(h) Any other activities, within each Party's respective mandate, that contribute to the Sustainable Development Goals.

2. The Parties may consider the following types of activities for cooperation:

(a) Investment policy and strategy support activities, including sector and subsector analysis, identification of investment opportunities, and studies to inform investment decisions;
(b) Technical assistance to members/clients for preparation, implementation, coordination and/or review of national sectoral investment strategies and programmes of relevance to AIIB's operations;
(c) Support to sovereign lending through technical assistance for the formulation, appraisal, supervision and evaluation of investment opportunities financed by AIIB;
(d) Capacity development for public institutional staff;
(e) Facilitation of public-private policy dialogue on investment-related policy issues;
(f) Support to private sector investments, including supervision of projects financed by AIIB;
(g) Knowledge generation through South-South and Triangular Cooperation, and development of tools and guidelines that aim to strengthen public and private investments in areas of joint mandates;

(h) Exchange or secondment of staff; and
(i) Other activities as may be agreed upon between the Parties from time to time in response to newly emerging areas of common interest.

3. With the intent to operationalize this MoU, the Parties have developed a partnership plan detailed in the Annex to this MoU ("Partnership Plan"). The Parties intend to jointly review the progress on the Partnership Plan on a regular basis. The Partnership Plan may be amended, upon mutual agreement, through exchange of letters.

Article 3: Mechanisms for coordination and review

1. The Parties intend to hold regular bilateral meetings on matters of common interest for the purpose of identifying, developing and monitoring collaborative activities in line with Articles 1 and 2 of this MoU. Based on this exchange and review, the Parties hereby reiterate their strong interest in exploring additional forms of future cooperation which may reflect the deeper engagement of the Parties as facilitated by this MoU.

2. Respective complementarities to be taken into consideration when identifying such activities may include, but not be limited to, the sectoral mandate on infrastructure, investment expertise and financial ability on AIIB's side and the broad technical expertise, structured knowledge content and high normative capacity in agriculture and food systems on FAO's side with additional capacity on agriculture investment available in FAO's Investment Centre.

Article 4: Status of the Parties

1. The Parties acknowledge that AIIB is an entity separate and distinct from the United Nations, including FAO. The employees, personnel, representatives, agents, contractors or affiliates of AIIB, including the personnel engaged by AIIB to carry out any of the activities, projects or programmes conducted pursuant to this MoU, will not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including FAO, nor will any employees, personnel, representatives, agents, contractors or affiliates of FAO, including the personnel engaged by FAO to carry out any of the activities, projects or programmes conducted pursuant to this MoU, be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of AIIB.

2. Each Party intends to carry out its activities under this MoU in accordance with the rules and regulations applicable to it, and, unless separately agreed upon in writing, bear its own costs with respect to the implementation of this MoU.

3. Neither Party will be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MoU will be deemed to constitute a joint

venture, agency, interest grouping or any other kind of formal grouping or entity between the Parties.

Article 5: Use of name and logo

The Parties will not use the other Party's name or logo in any press release, memo, report, or other published disclosure related to this MoU without the prior written consent of the Party concerned.

Article 6: Confidentiality

1. The disclosure of information with respect to the activities contemplated under this MoU will be made in accordance with, and to the extent permitted by, the Parties' respective policies on access to information. Any information provided by one Party (as the "Disclosing Party") to the other Party (as the "Receiving Party") in the context of this MoU will be treated by the Receiving Party on a confidential basis in accordance with its policies on access to information.

2. The Receiving Party will take all reasonable measures to keep information pursuant to paragraph 1 above confidential and will only use the information for the purpose for which it was provided. The Receiving Party will ensure that any persons having access to the said information will be made aware of and be required to comply with the confidentiality requirements set out under this provision.

3. Paragraphs 1 and 2 of this Article 6 do not apply (i) to information which is publicly available, or becomes publicly available other than by action of the Receiving Party; (ii) to information which was already known to the Receiving Party (as evidenced by its written records) prior to its receipt; (iii) to information that the Receiving Party obtained from a third party which to the knowledge of the Receiving Party was not in breach of an obligation of confidentiality owed to the Disclosing Party; (iv) if the Disclosing Party has given its written consent to disclosure to the Receiving Party; or (v) if the disclosure is required in accordance with the Receiving Party's policies in effect at the time of the disclosure, and the Disclosing Party has given its consent to such disclosure.

4. Either Party may publish this MoU or information about this MoU on its website after it has entered into force consistent with its relevant policies as updated from time to time.

Article 7: Intellectual property rights

The Parties may enter into intellectual property rights arrangements in separate agreements, which may, where appropriate, be concluded in accordance with above Article 1(3).

Article 8: Privileges and immunities

1. Nothing in this MoU or in any document or arrangement relating thereto will be construed as constituting a waiver, renunciation or other modification of any of the rights, privileges, immunities and exemptions of FAO or AIIB, nor as extending any rights, privileges, immunities or exemptions of either Party to the other Party or its personnel.

2. AIIB affirms that the activities and operations of FAO are not subject to national laws. FAO affirms that the activities and operations of AIIB are not subject to national laws, except as otherwise expressly accepted by AIIB.

Article 9: Settlement of disputes

Any dispute between the Parties concerning the interpretation and application of any provision contained in this MoU will be settled amicably through consultations.

Article 10: Contacts for correspondence

All correspondence regarding the implementation of this MoU, including notifications made pursuant to this MoU, will be addressed to:

For FAO:	Director, FAO Investment Centre Food and Agriculture Organization of the United Nations Viale delle Terme di Caracalla 00153 Rome, Italy Email: CFI-Director@fao.org
For AIIB:	Director General, Operational Partnership Department Asian Infrastructure Investment Bank AIIB Headquarters, Tower A, Asia Financial Center, No. 1 Tianchen East Road, Chaoyang District, Beijing 100101, China Email: partnership@aiib.org

Article 11: Entry into force, duration, termination and amendment

1. This MoU will be signed by the duly authorized representatives of the Parties. It will remain in force for a period of five (5) years and may be renewed, subject to satisfactory implementation, for similar periods by written agreement between the Parties through exchange of letters or terminated by either Party prior to its term by giving three (3) months' written notice to the other Party.

2. Any termination of this MoU will be without prejudice to (i) the orderly completion of any ongoing collaborative activity; and (ii) any other rights and obligations of the Parties under any legal agreements executed pursuant to this MoU.

3. The Parties will consult each other on any amendment required regarding the terms of this MoU. Any such amendment will be made in writing and will enter into force upon the date of the last signature or on a date otherwise agreed between the Parties.

4. The Parties agree that this MoU can be concluded by signing physically in presence, or electronically via email exchange of scanned signed copies and that the signed copies exchanged in this manner shall be treated as duplicate originals. The MoU shall enter into effect on the date of signature and, if signature takes place on different dates, it shall enter into effect on the date of last signature. The Parties agree that original hard copies of this MoU shall be exchanged at a later date, it being understood that this later exchange will not modify the date of effectiveness of this MoU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For FAO

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Mr. Dongyu QU
Director-General

Date: 3/12/2023

For AIIB

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Mr. Liqun JIN
President

Date: Dec. 3rd, 2023

Annex: Partnership Plan

Action	Responsible for FAO	Responsible for AIIB	Description of envisaged activities
1. Identification of activities of cooperation	Director, Investment Centre	Director General, Operational Partnership Department	Regular exchanges and joint missions organized between the technical teams to identify joint opportunities for collaboration
2. Intention to implement at least three joint activities in the first three years of the effectiveness of the MoU	Director, Investment Centre	Director General, Operational Partnership Department	Identification and initialization of AIIB-funded investments in at least two member countries.