

JOINT STATEMENT ON COOPERATION

BETWEEN

EUROPEAN INVESTMENT BANK

AND

CORPORACIÓN ANDINA DE FOMENTO

Dated: 12th January, 2008

**JOINT STATEMENT ON COOPERATION
BETWEEN
EUROPEAN INVESTMENT BANK
AND
CORPORACIÓN ANDINA DE FOMENTO**

WHEREAS; Corporación Andina de Fomento (hereinafter referred to as "CAF") is a multilateral financial institution which (i) has increasingly encouraged greater economic cooperation between its Latin American and Caribbean shareholder countries and Europe, and (ii) supports the sustainable development of its shareholder countries and integration efforts within the Andean region by, among other things, creating opportunities in projects which pertain to the greenhouse gas emission reduction markets;

WHEREAS; the European Investment Bank (hereinafter referred to as "EIB") is the long-term Bank of the European Union ("EU") and was created in 1958 by the Treaty establishing the European Community. The EIB contributes to further the objectives of the European Union by making long-term finance available for sound investment. The EIB undertakes financing operations outside the EU in support of the EU's external policies.

WHEREAS; EIB and CAF intend to collaborate on matters of common concerns and contribute to the development of the CAF's shareholder countries;

WHEREAS; EIB and CAF intend to cooperate and coordinate in providing co-financing for the development of CAF's shareholder countries; and

WHEREAS; EIB and CAF agree that such collaborative activities shall be utilised on the terms and conditions hereinafter set forth or otherwise agreed between EIB and CAF.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**ARTICLE I
CO-FINANCING**

1. COOPERATION FOR CO-FINANCING PROJECTS

EIB and CAF shall explore opportunities for further cooperation and improvement in the area of co-financing.

2. DOCUMENTATION

In respect of each project to be co-financed, EIB and CAF will agree on the most appropriate manner of execution, including but not limited to the utilisation and execution of separate loan agreements with any particular borrower.

ARTICLE II CONSULTATION, COORDINATION AND INFORMATION EXCHANGE

1. COORDINATION

EIB and CAF may enter into agreements with a view to coordinating their strategies, concepts and activities in CAF's shareholder countries and/or common priority sectors and may cooperate in achieving common development objectives, with involvement of the European Commission as appropriate.

2. INFORMATION EXCHANGE

Subject to the respective policies of the parties and corresponding approvals, EIB and CAF will exchange information in order to benefit from each other's experiences, and resources and expertise, thereby enabling potential co-financing projects, among others. The information to be exchanged may include strategy papers relating to country, sector, or regional development, studies or materials related to projects or programs. Potential areas of information exchange may include:

- a) Economic, financial and policy developments in CAF's shareholder countries, where EIB also provides financial support;
- b) Climate change activities;
- c) The progress of co-financed projects;
- d) Financing in local currencies;
- e) Activities for staff training on agreed issues; and
- f) Risk mitigation and management methodologies and tools.

Unless otherwise agreed or required to be disclosed by law, all information received by each party from the other party shall be subject to the treatment of confidentiality by said receiving party. The information supplied by CAF or EIB shall remain the property of such corresponding entity and not of the receiving party.

3. COOPERATION MECHANISMS

An annual EIB/CAF meeting at management level will be held in order to steer and overview the implementation of these guidelines and, whenever justified, technical meetings and contacts will be organized, at the request of either party.

These meetings will be an occasion, inter alia, to review projects that are being co-financed by the parties hereto and/or to select future projects of potentially mutual

interest to both parties hereto, as well as questions related to procedural arrangements and economic regional prospects.

ARTICLE III CONTACTS

1. For purposes of this Cooperation Agreement, the contact representatives of the parties shall be:
 - (a) For EIB: Head of Latin America Division
 - (b) For CAF: Director of Multilateral and Bank Financing,
Vice Presidency of Finance
2. Either party may, by notice in writing to the other party, designate additional representatives or substitute other representatives for those designated in this Article.
3. Any notice or other communication under this Cooperation Agreement shall be in writing and shall be deemed to have been duly given or made when it has been delivered by hand, internationally recognized courier, e-mail or telefax, as the case may be, by either party to the other at the appropriate address specified below or such other address as either party may hereafter notify in writing to the other party.

FOR EIB: European Investment Bank
100, Boulevard Konrad Adenauer
L-2950 Luxembourg
Telephone: +352437986552
Fax: +352437966599
E-mail: barragan@eib.org

FOR CAF: Corporación Andina de Fomento
Av. Luis Roche, Torre CAF, Piso 8
Altamira
Caracas, Venezuela
Telephone: +58212 2092283
Fax: +58212 2092328
E-mail: finfante@caf.com

**ARTICLE IV
MISCELLANEOUS**

1. DISCLOSURE

Subject to the policies and procedures of EIB and CAF with respect to the disclosure of information, each party herein may make this Cooperation Agreement publicly available, subject to the other party's approval.

2. NON-COMMITMENT

This Joint Statement does not represent any commitment with regard to the financing or co-financing on any project or series of projects on the part of the parties. Any such commitment shall be reflected in separate agreements that may be entered into by the parties. Furthermore, this Agreement shall not represent any commitment on the part of either party to give preferred treatment to the other in any matter contemplated under this Agreement or otherwise. Lastly, both parties agree that nothing in this document shall be legally binding or enforceable (except for the treatment of confidential information referenced in Article 1.3 above) or shall impose any financial obligation on either party.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized representative, have signed the present Joint Statement on the date first above written in three original counterparts in the English language.

**FOR AND ON BEHALF OF
EUROPEAN INVESTMENT BANK**



**C. DA SILVA COSTA
Vice President**

**FOR AND ON BEHALF OF
CORPORACIÓN ANDINA
DE FOMENTO**



**L. ENRIQUE GARCÍA
Executive President**