

المصرف العربي للتنمية الاقتصادية في افريقيا

ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA

BANQUE ARABE DE DEVELOPPEMENT ECONOMIQUE EN AFRIQUE



الإجتماع الأول لعام 2020 لمجلس الإدارة

كوناكري- جمهورية غينيا

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م 1/ 17/2020/

مذكرة بشأن مقترح

مذكرة تفاهم بين المصرف العربي للتنمية الاقتصادية في افريقيا

وصندوق الاوبك للتنمية الدولية

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وصندوق الأوبك للتنمية الدولية

- 1- تنص المادة (53) من اتفاقية إنشاء المصرف العربي للتنمية الاقتصادية في أفريقيا (المصرف) على أنه يجوز للمصرف أن يعقد مع المنظمات الوطنية والإقليمية والعالمية العاملة في حقول التنمية والمعونة الدولية، إتفاقيات تهدف إلى تدعيم التعاون بين الطرفين في حدود الوظائف المحددة له، وذلك طبقاً لما يوافق عليه مجلس الإدارة.
- 2- سبق للمصرف أن وقع العديد من إتفاقيات التعاون مع منظمات تقاسمه كل أو بعض الأهداف والوظائف المحددة في إتفاقية الإنشاء.
- 3- تهدف مذكرة التفاهم المقترحة (المذكرة) إلى وضع إطار عام للتعاون بين المصرف صندوق الأوبك للتنمية الدولية (الصندوق).
- 4- سبق للمصرف والصندوق توقيع مذكرة تفاهم بتاريخ 2011/7/6 حيث نصت المادة (7) من المذكرة على مدة محددة لسريان المذكرة تبلغ (4) سنوات انتهت في 2015/7/5 و يتطلب الأمر الدخول في مذكرة تفاهم جديدة رجوعاً لعلاقة المصرف المستمرة مع الصندوق و لتتماشي مع استراتيجية المصرف 2030 و اهداف خطته الخمسية الثامنة 2020-2024 .
- 5- صندوق الأوبك للتنمية الدولية (صندوق الأوبيك) هو مؤسسة تمويل إنمائي حكومية دولية أنشأتها الدولُ الأعضاء في منظمة البلدان المصدرة للبترول (أوبك) في عام 1976 ويهدف إلى تعزيز التعاون المالي بين البلدان الأعضاء في أوبك وسائر البلدان النامية، من خلال تقديم الدعم المالي للفئة الأخيرة في سعيها نحو التقدّم الاجتماعي والاقتصادي. وتتمثل المهمة المركزية للمؤسسة في تعزيز الشراكة بين بلدان الجنوب والبلدان النامية الشقيقة في جميع أنحاء العالم، بهدف القضاء على الفقر.

6- يقدم أوفيد المساعدات المالية من خلال عدد من الطرائق، مع توزيعها بين أنواع مختلفة من المعونات التي تتغير مع مرور الزمن حسب تطوّر الظروف في البلدان المتلقية وتغير احتياجاتها. وقد شملت أساليب التمويل ما يلي:

أ- تقديم المساعدات المالية بشروط ميسرة على شكل قروض للمشاريع والبرامج الإنمائية ولدعم موازين المدفوعات وكذلك لتمويل التجارة؛

ب- المشاركة في تمويل أنشطة القطاع الخاص في البلدان النامية؛

ج- تقديم المنح دعماً للمساعدات التقنية، والمعونات الغذائية، والبحوث والأنشطة المماثلة، والإغاثة الإنسانية في حالات الطوارئ؛

د- المساهمة في موارد المؤسسات الإنمائية الأخرى التي يعود نشاطها بالنفع على البلدان النامية؛

هـ- العمل كضراع للبلدان الأعضاء في أوبك في الساحة المالية الدولية حيثما تقتضي الظروف عملاً جماعياً

7- تهدف المذكرة المقترحة إلى وضع إطار عام لتعزيز التعاون بين الطرفين للمساهمة في التنمية الاقتصادية في الدول الأفريقية التي يعمل بها المصرف والصندوق بما يتماشى مع أهداف المصرف والصندوق عبر المرجعيات الاستراتيجية للمؤسستين.

8- تشمل مجالات التعاون الواردة بالمذكرة ما يلي:

1- التمويل المشترك في مجال المشاريع التنموية ويشمل ذلك مراحل الاستنباط والتحضير والتقييم ومتابعة التنفيذ.

2- بذل الجهود المشتركة لتأكيد التحضير الجيد والتنفيذ الفعال للمشاريع ذات التمويل المشترك بين الطرفين.

3- التعاون لتقديم الخدمات الاستشارية والتحليل والأبحاث في المجالات ذات الاهتمام المشترك.

4- تبادل المعلومات والمعارف للاستفادة من خبرات وتجارب الطرفين ، ويشمل ذلك على وجه الخصوص (أ) المعلومات الاقتصادية والمالية ومجال الأعمال ذات الاهتمام المشترك (ب) إعداد المشروعات للتمويل (ج) إدارة المخاطر.

5- التعاون في المجالات ذات الأولوية والتي يمكن أن يتفق عليها الطرفان من وقت لآخر.

9- بغرض تنفيذ هذه المذكرة يتفق الطرفان على ما يلي:

(أ) يعمل الطرفان على استتباط طرق التعاون لفائدة الدول المستفيدة من تدخل الطرفين و يمكن أن يشمل ذلك:

1- تنفيذ ترتيبات للتمويل المشترك للقطاع العام.

2- الاسهام في تمويل فرص القطاع الخاص من خلال الاقتراض أو الاسهام في التمويل المجمع والاسهام في رأس المال.

3- الدخول في ترتيبات لتمويل التجارة عبر التمويلات النقدية وغير النقدية.

وسيتم وضع ترتيبات تفصيلية لما يلزم القيام به عملياً.

10- تكون هذه المذكرة نافذة اعتباراً من تاريخ التوقيع عليها بواسطة الطرفين.

11- تكون مدة سريان المذكرة (3) أعوام تسري من تاريخ توقيعها وتتجدد تلقائياً لفترة (3) أعوام أخرى ما لم يرغب أحد الطرفين في خلاف ذلك.

12- يمنح كل طرف الحق في إنهاء المذكرة قبل انتهاء اجها بموجب إشعار كتابي مسبق مدته (90) يوماً دون تأثير على أي التزامات وحقوق تم التوافق عليها بين الطرفين قبل إشعار الإنهاء وتشمل العمليات التي تم إجازتها من قبل السلطات المختصة لدى كل طرف.

13- يمكن تعديل المذكرة باتفاق الطرفين شريطة ان يكون ذلك كتابياً.

14- يحرص الطرفان على حل النزاعات التي يمكن أن تنشأ بينهما في مجال تفسير أو تنفيذ هذه المذكرة بصفة ودية عن طريق المفاوضات.

15- مرفق نسخة باللغة الانجليزية للمذكرة المقترحة للاطلاع.

يوصى للمجلس الموقر بالنظر في إمكانية السماح للمصرف بتوقيع هذه المذكرة المقترحة.



Draft

COOPERATION FRAMEWORK AGREEMENT

BETWEEN

**THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT
(OPEC FUND)**

AND

**THE ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA
(BADEA)**

COOPERATION FRAMEWORK AGREEMENT dated this ____ day of _____ 2020, between the OPEC Fund for International Development (hereinafter referred to as "OPEC Fund") and the Arab Bank for Economic Development in Africa (hereinafter referred to as "BADEA") each individually referred to as the "Party" and collectively as the "Parties".

THE PARTIES TO THIS AGREEMENT CONSIDERING THAT:

The objective of BADEA is to strengthen economic, financial and technical cooperation between Arab and African countries, and to promote economic and social development in non-Arab African Countries;

The purpose of OPEC Fund is to reinforce financial cooperation between OPEC Member Countries and other developing countries, including in Sub-Saharan Africa, by providing financial support to assist the latter countries on appropriate terms in their economic and social development efforts;

In recognizing their common mandates, objectives and activities, BADEA and OPEC Fund wish to increase their cooperation in the promotion of growth and sustainable development in the Sub-Saharan African countries in which both BADEA and OPEC Fund are active ("the Common Developing Partner Countries"), through the financing of public and private sector projects as well as trade financing; and

Desiring to provide, through their joint efforts and within the limitations of their respective resources, mandates and policies, coordinated and harmonised assistance to the Common Developing Partner Countries, in a cost-effective and efficient manner.

HAVE REACHED THE FOLLOWING AGREEMENT:

ARTICLE I
DEFINITIONS

1.1 As used herein, the following terms will have the following meanings set out below:

- a. "**Assistance**" means the financial assistance provided by OPEC Fund and BADEA in accordance with this Agreement;

2.3 The Assistance will be provided in the form of financing to Recipients. The terms and conditions of such financing will generally be subject to the respective internal policies and the financing agreements of OPEC Fund and BADEA.

2.4 On a regular basis, the Parties will jointly assess the results of their enhanced collaboration with a view to reviewing the overall progress and achievements of the enhanced cooperation.

ARTICLE III **ELIGIBLE PROJECTS**

3.1 The Assistance will be used to co-finance Projects with Recipients in Common Developing Partner Countries, involving both the public and private sectors (including trade finance).

3.2 The sectors of intervention are drawn from BADEA's 2030 Strategy and OPEC Fund's Strategic Framework (2020-30) with specific focus on countries in Sub-Saharan Africa and any specific priority areas to be agreed by the Parties.

ARTICLE IV **SELECTION OF PROJECTS**

4.1 Consultations on co-financing of the Projects under this Agreement will, unless otherwise agreed, be held on a regular basis among the representatives of BADEA and OPEC Fund to identify new co-financing possibilities, share pipelines, review current Projects and related procedural arrangements and discuss any other matters pertaining to such co-financing.

4.2 Either OPEC Fund and/or BADEA may also exchange visits and consultations from time to time between the parties to discuss issues of common interest.

4.3 The Parties may periodically review the status of co-financed projects in Common Developing Partner Countries and may conduct joint preparation, appraisal/ due diligence and supervision missions.

- b. **“Project”** means a development project to be co-financed or considered for co-financing by OPEC Fund and BADEA in accordance with this Agreement ; and
- c. **“Recipients”** mean (i) governments and public sector entities for public sector projects; and (ii) private enterprises, state owned enterprises (that are commercially managed and financially & operationally autonomous), financial institutions and funds, in addition to governments and governmental agencies (for trade finance), for private sector projects; in both instances in Common Developing Partner Countries in Sub-Saharan Africa.

ARTICLE II

FRAMEWORK AND AREAS OF COOPERATION

2.1 This Agreement establishes a general framework for strategic and operational cooperation, within which BADEA and OPEC Fund may undertake enhanced collaborative activities in order to pursue their common objectives more effectively.

2.2 The cooperation will focus on a number of specific areas including but not limited to:

- a. Co-financing of development projects with Recipients in Common Development Partner Countries including identification, preparation, appraisal and supervision;
- b. Joint efforts and cooperation to ensure quality at entry of co-financed projects as well as their effective and timely implementation;
- c. Assistance for provision of consulting services and analysis/research in areas of mutual interest;
- d. Exchange of information and promotion of knowledge sharing to benefit from the experience and expertise of both Parties. Potential areas for information sharing may include: (i) economic, financial and business information on common areas of interest; (ii) information with respect to processing of potential projects for co-financing; and (iii) information in relation to mitigation and management of risks, arising from co-financing of projects; and
- e. Cooperation in priority areas of the Parties as may be agreed from time to time.

4.4 Except as otherwise provided in this Agreement, each Party hereto agrees that all decisions, including decisions to take or refrain from taking action concerning a Project or a financing agreement to which it is party, shall be based exclusively on its own judgment, independently of the information provided by, or expected from, the other Party or the views expressed by such other Party.

ARTICLE V

EXCHANGE OF INFORMATION

5.1 In addition to the consultations held pursuant to Section 4.1 above, during Project preparation and implementation, OPEC Fund and BADEA will, in conformity with, and subject to, their respective policies and practices concerning the treatment of information of a confidential nature, share with each other relevant information.

5.2 The Parties will engage in expert dialogue and may undertake temporary assignment, secondment or staff exchange as well as other appropriate arrangements for knowledge sharing to strengthen the impact and quality of their respective activities.

5.3 For public sector projects, OPEC Fund and BADEA will consult each other whenever either of the Parties proposes:

- (a) to modify materially the terms of its financing of a co-financed Project; or
- (b) to suspend disbursements or cancel any portion of its financing of a co-financed Project.

ARTICLE VI

IMPLEMENTATION

6.1 The Parties shall identify the possible methods of cooperation for Recipients within the Common Developing Partner Countries, which may include the following:

- (a) Implementation of co-financing arrangements for public sector projects;
- (b) Participation in private sector opportunities including but not limited to co-financing private sector loans, participating in syndication arrangements and equity funds; and
- (c) Entering into arrangements for financing trade activities through funded and unfunded risk participations.

BADEA and OPEC Fund will enter into separate financing agreements with the Recipient(s) regarding their respective Assistance.

6.3 Based on the general principles agreed upon hereunder, the Parties will enter into a co-financing arrangement with each other setting forth the respective steps to be undertaken by each Party for effective cooperation and coordination for the efficient implementation of Projects.

ARTICLE VII

ENTRY INTO FORCE, MODIFICATION AND TERMINATION

7.1 This Agreement shall enter into force after the approval of the concerned authorities within each Party and upon its signature by both Parties.

7.2 The date of entry into force of this Agreement shall be the date on which the last of the Parties signs this agreement.

7.3 This Agreement is valid for an initial period of three years and is automatically renewable for the same period unless otherwise agreed or terminated by the Parties in accordance with Sections 7.4 and 7.5, respectively.

7.4 The Parties may, by a simple exchange of letters, modify any of the provisions of this Agreement.

7.5 This Agreement may be terminated at any time by either party upon ninety (90) days advance notice given in writing by either, Party provided, however, that except as the Parties may otherwise mutually decide, the operation of current projects being undertaken pursuant to this Agreement will not be affected by such notice or termination.

ARTICLE VIII

MISCELLANEOUS

8.1 This Agreement does not represent any commitment with regard to any funding for a particular Project on the part of either Party. Any such commitment shall be reflected in separate agreements that may be entered into by the Parties under subsequent arrangements. 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.

8.2 Each Party shall be responsible for the costs of its participation in all cooperative activities carried out within the framework of this Agreement, unless the Parties agree otherwise.

8.3 This Agreement does not represent an offer, promise, undertaking or commitment on the part of either Party to finance all or part of any activity or Project identified in or pursuant to this Agreement.

8.4 Notwithstanding anything herein to the contrary, this Agreement reflects the intention of the Parties to cooperate on a non-exclusive basis, expressed in good faith but without creating any legal or financial obligation whatsoever or the incurring of any liability by either Party. Nor shall any third party obtain a benefit from this Agreement.

Nothing in this Agreement will constitute nor be construed as a waiver, renunciation or other modification of any immunities, privileges and exemptions of either party or of its officers and employees under their respective constitutive instruments or any other applicable international or domestic laws.

8.2 Any dispute over the interpretation or application of any provision of this Agreement shall be settled amicably through consultations or by such other means as the Parties shall mutually agree.

ARTICLE IX **NOTICES**

All correspondences related to the implementation of this Agreement will be directed to the following addresses:

FOR THE OPEC FUND

The OPEC Fund for International
Development
Parkring 8
A-10101 Vienna
Austria
Telephone: +43-1-515 64-0

FOR BADEA

The Arab Bank for Economic
Development in Africa
Attn: _____

Fax: +43-1-513 92 38

Attn:
ADG,Public Sector Operations Department
ADG,Private Sector and Trade Finance
Operations Department_
[EXECUTION PAGE]

IN WITNESS WHEREOF, the Parties, each, acting through its authorized representative, have duly executed this Agreement in duplicate in the English Language.

THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT

By: []

Title:[]

Date:

THE ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA

By: []

Title:[]

Date: