

MEMORANDUM OF UNDERSTANDING

BETWEEN

ISLAMIC DEVELOPMENT BANK

AND

**THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS
SECRETARIAT**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as " the MOU") is entered into on 13/09/1429H corresponding to 13/09/2008G, between the Islamic Development Bank (hereinafter referred to as "IDB" and the Association of the Southeast Asian Nations Secretariat (hereinafter referred to as "ASEAN Secretariat"). IDB and ASEAN Secretariat may individually be referred to as the "Party" and collectively as the "Parties".

WHEREAS,

The purpose of IDB is to foster economic development and social progress of Member Countries that includes IDB 1440H Vision for Human Dignity.

The aims and objectives of the Association of Southeast Asian Nations are to accelerate economic growth, social progress and cultural development in the region; and to promote regional peace and stability through abiding respect for justice and the rule of law.

CONSIDERING,

The common interest of IDB and ASEAN Secretariat lies in fostering economic development and alleviating poverty in their Common Constituencies.

RECOGNIZING,

That cooperation between IDB and ASEAN Secretariat would bring about better coordination and efficient implementation of respective objective activities in their Common Constituencies.

NOW, THEREFORE, IDB and ASEAN Secretariat hereby agree as follows:

ARTICLE-I **PURPOSE & SCOPE**

The purpose of this MOU is to provide a general framework to facilitate cooperation between IDB and ASEAN Secretariat in promoting economic and social development of their Common Constituencies.

ARTICLE-II **AREAS OF COOPERATION**

- 1) Cooperation between IDB and ASEAN Secretariat shall include, but will not be limited to, the following activities.
 - (a) Develop and Implement, as appropriate, joint programs and projects;

- (b) Provision of Technical Assistance for Capacity Building in areas of Health, Education, Halal Food Supply and Agriculture;
 - (c) Technical Assistance for Capacity Building of Islamic Financial Services and Islamic Research;
 - (d) Technical Assistance for Capacity Building of Science and Technology within the framework of, but not limited to, the International Islamic Forum for Science, Technology and Human Resources Development (IIFTHAR) Jakarta Declaration of 1997;
 - (e) Inter and Intra-regional trade promotion and cooperation;
 - (f) Identification of development projects;
 - (g) Exchange publications and relevant information for cooperation;
 - (h) Regular exchange of visits to promote closer cooperation between the Parties;
- 2) Cooperation shall be considered on a case-by-case basis and on the merit of each case.
 - 3) With respect to Sub-Paragraph 1(b) of this Article, a preliminary proposal shall be submitted by ASEAN Secretariat for the consideration of IDB in each event.

ARTICLE-III

METHODS OF COOPERATION

- 1) IDB and ASEAN Secretariat shall keep each other informed of, and if necessary consult one another on, activities that, in their opinion, might give rise to possibilities of cooperation.
- 2) Upon IDB and ASEAN Secretariat agreeing to carry out an operation under one of the activities referred to in Article-II, the Parties shall consult with each other on defining the procedures to be followed thereon.

ARTICLE-IV

ADMINISTRATIVE ARRANGEMENTS

- 1) Any activity carried out by IDB or ASEAN Secretariat pursuant to this MOU shall be consistent with the policies, rules and regulations of each organization.
- 2) All specific activities to be implemented under this MOU shall be the subject of prior consultation and written agreement between IDB and ASEAN Secretariat.

ARTICLE-V

CONSULTATION AND EXCHANGE OF INFORMATION

- 1) The Parties shall keep each other informed and, whenever necessary, consult each other on matters of mutual interest, which are likely to lead to greater collaboration, including on new initiatives, development cooperation policies and strategies, operational agenda and business procedures.

- 2) The Parties shall exchange relevant information on matters of common interest and collaborate in the collection, analysis and diffusion of such information, without prejudice to arrangements which may be required to safeguard the confidential and restricted character of certain information and documents.
- 3) The Parties shall keep each other periodically informed on the operational status regarding project activities carried out under this MOU.
- 4) The Parties may convene meetings at such intervals as deemed appropriate to review the progress of activities being carried out under this MOU and to plan future activities.

ARTICLE-VI **DURATION & TERMINATION**

- 1) This MOU shall remain in force for a period of 3 (Three) years starting from the date of signing and may be renewed by mutual agreement of the Parties, unless one Party notifies the other Party in writing at least 3 (Three) months prior to the expiry of the period of his intention not to renew the MOU.
- 2) Should the MOU be terminated by either Party, steps shall be taken to ensure that the termination is not prejudicial to any activities and programs undertaken within the framework of this MOU prior to termination.

ARTICLE-VII **REVIEW**

Representatives of IDB and ASEAN Secretariat shall meet periodically to review the progress made in achieving the objectives of this MOU and to consider ways by which these provisions can be more effectively and efficiently implemented.

ARTICLE-VIII **AMENDMENTS**

The provisions of this MOU may be amended at any time by written agreement between the Parties.

ARTICLE-IX **MISCELLANEOUS**

Nothing in or relating to any provision in this MOU shall be construed as constituting a waiver, either expressed or implied, of the policies, rules and regulations of either IDB or the ASEAN Secretariat.

ARTICLE-X **EFFECTIVENESS**

This Memorandum of Understanding shall enter into force on the date of its signature by the Parties.

ARTICLE-XI
COMMUNICATIONS

For the purpose of facilitating the implementation of this MOU, each Party shall designate a focal point for liaison for the purpose of effective implementation of this MOU. The contact information for the Parties is as follows:

- (a) For the Islamic Development Bank:
P.O. Box 5925, Jeddah 21432
Kingdom of Saudi Arabia
Tel: +966 2 636-1400
Fax: +966 2 636-6871

- (b) For the Association of the Southeast Asian Nations Secretariat:
70A Jalan Sisingamangaraja, Jakarta, 12110
Republic of Indonesia
Tel: +62 21 7243340
Fax: +62 21 7243348

IN WITNESS WHEREOF, the authorized representatives of IDB and ASEAN Secretariat have signed this MOU in two originals in the English language on the date appearing in the Preamble hereto.

ooooooooOooooo