## No. 47356

# Turkey and Islamic Development Bank

Memorandum of Understanding between the Turkish International Cooperation and Development Agency (acting on behalf of the Government of the Republic of Turkey) and the Islamic Development Bank on technical cooperation. Ankara, 14 September 2008

Entry into force: 17 October 2009 by notification, in accordance with article XI

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# Turquie

## et

## Banque islamique de développement

Mémorandum d'Accord entre l'Agence de développement et de coopération internationale turque (agissant au nom du Gouvernement de la République turque) et la Banque islamique de développement sur la coopération technique. Ankara, 14 septembre 2008

Entrée en vigueur : 17 octobre 2009 par notification, conformément à l'article XI

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[ ENGLISH TEXT – TEXTE ANGLAIS ]

# MEMORANDUM OF UNDERSTANDING

BETWEEN

**TURKISH INTERNATIONAL COOPERATION AND DEVELOPMENT AGENCY** [ACTING ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF TURKEY]

AND

# ISLAMIC DEVELOPMENT BANK

ON TECHNICAL COOPERATION

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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into on  $\underline{14}/\underline{03}/1429H$  (corresponding to  $\underline{14}/\underline{03}/2008G$ ), by and between the Turkish International Cooperation and Development Agency (hereinafter referred to as "TIKA"), acting on behalf of the Government of the Republic of Turkey, and the Islamic Development Bank (hereinafter referred to as "IDB").

TIKA and IDB are hereinafter individually referred to as the "Party" and collectively as the "Parties".

Considering that:

- A) The mission of TIKA is to contribute to sustainable social and economic development in partner countries through technical cooperation activities and development projects.
- B) The purpose of IDB is to foster the economic development and social progress of its member countries by participating in various development activities.
- C) Co-operation and collaboration between TIKA and IDB will render their respective activities more effective and beneficial to the countries of common interest to both Parties.

TIKA and IDB hereby agree to the following:

#### Article-I PURPOSE

The Purpose of this MoU is to provide a general framework to facilitate cooperation between TIKA and IDB in extending and promoting the economic and social development of the countries of common interest to both Parties.

#### Article-II AREAS OF COOPERATION

Subject to the provisions of this MoU, the Articles of Law establishing TIKA, the Articles of Agreement establishing IDB and the resources of both Parties and without prejudice to the existing bilateral relations between the countries of common interest to both Parties, it shall be the aim of TIKA and IDB to cooperate in the promotion of the following activities in countries of common interest to both Parties:

- (i) Capacity building,
- (ii) Agriculture,

- (iii) Environmental planning and management,
- (iv) Infrastructure & Energy,
- (v) Local administration,
- (vi) Health,
- (vii) Tourism, and
- (viii) Education, scientific & cultural cooperation.

Collaboration between the Parties including, but not limited to the areas listed above shall be subject to specific agreements, including as appropriate relevant project documents which shall set out the roles and functions of each of the Parties in detail.

### Article-III METHODS OF CO-OPERATION

- 3.01 TIKA and IDB will keep each other informed and if necessary, consult each other on activities that, in their opinion, give rise to the possibilities of cooperation.
- 3.02 After TIKA and IDB have agreed to carry out an operation under one or more of the areas referred to in Article—II above, the Parties will consult with each other to define the procedure to be followed. The Parties hereto shall give each other as much advance notice as possible when co-operating under Article—II above, in particular with regard to mounting missions and provision of experts or consultants by either of the Parties.
- 3.03 The Parties shall assign one unit for the coordination of activities that are undertaken within the framework of this MoU. The Economic, Commercial and Technical Cooperation Department of TIKA and the Technical Cooperation Office of the IDB shall be the main coordinating units for these activities.
- 3.04 The Parties shall dispatch a commission to assess the steps and the outcomes of the activities that are undertaken within the framework of this MoU. This commission shall pay field visits and/or hold meetings as deemed necessary.

#### Article-IV FINANCIAL PROVISIONS

- 4.01 The cost of any work anticipated to be done under this MoU shall be examined by TIKA and IDB and either shared or borne by one of the Parties as agreed in writing in each case.
- 4.02 In the case of co-financing of projects, the Parties shall agree on the terms of the payment methods and the tender process to be applied.