

MEMORANDUM OF UNDERSTANDING
ON MUTUAL INSTITUTIONAL COOPERATION
BETWEEN
PROINVERSION
AND
THE EXPORT-IMPORT BANK OF KOREA

LIMA, 2015

PROINVERSIÓN
Gestión Documentaria
REGISTRO DE CONVENIOS
Convenio Matriz N° 504-2015 Folios 1 de 5
Fecha: 21 / 04 / 2015

**MEMORANDUM OF UNDERSTANDING
ON MUTUAL INSTITUTIONAL COOPERATION
BETWEEN
PROINVERSION
AND
THE EXPORT-IMPORT BANK OF KOREA**

This Memorandum of Understanding on Mutual Institutional Cooperation (hereinafter referred to as the “**MOU**”) dated this 20th day of April, 2015, is entered into by and between **PROINVERSION**, the Private Investment Promotion Agency of Peru (hereinafter referred to as “**PROINVERSION**”) and **The Export-Import Bank of Korea**, a bank duly organized and validly existing under The Export-Import Bank of Korea Act of the Republic of Korea, with its head office at 38 Eunhaeng-ro, Yeongdeungpo-gu, Seoul, Korea (hereinafter referred to as “**KEXIM**”).

WHEREAS, PROINVERSION and KEXIM (called collectively the “Parties”, and each a “Party”), by entering into this MOU, seek to set forth their mutual intention to increase cooperation and coordination of relevant activities between PROINVERSION and KEXIM.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**ARTICLE I
THE PARTIES**

PROINVERSION is the Private Investment Promotion Agency of Peru in charge of executing national policy on private investment promotion in harmony with the guidelines established by the Ministry of Economy and Finance and the country’s economic plan.

KEXIM is the official Export Credit Agency providing comprehensive financing services, including loans, guarantees and equity investments to support Korean enterprises conducting overseas business.

**ARTICLE II
OBJECTIVE AND SCOPE OF COOPERATION**

In accordance with the priorities of the Parties and subject to the availability of funds, personnel and other resources:

The Parties agree to exchange general and available information regarding private investment promotion framework in Peru (laws and regulations, sectorial information, statistics, etc.). It is understood, however, that such exchanges of information shall be subject to any applicable law, regulation and confidentiality agreement or policy.



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**ARTICLE IV
MISCELLANEOUS**

1. DURATION

This MOU shall become effective on the date of its signature and shall remain in force for the term of two (2) years, unless either Party notify in writing of its intention to terminate it not less than one (1) month in advance of the pleaded termination date. The Parties, by written means, may renew the period of the MOU for one additional successive two (2) years term.

2. DISCLOSURE

Notwithstanding any other provision of this MOU, each Party acknowledges and agrees that the other Party shall be permitted to issue a press release announcing the execution of this MOU, provided that this press release is previously approved by both Parties.

3. NON-EXCLUSIVITY

It is understood by the Parties that the execution of this MOU is not an exclusive right and does not prohibit either Party from entering into similar agreements with any other entity and company.

4. NON-COMMITMENT

This MOU does not represent any commitment with regard to any project or series of projects on the part of the Parties, or any other financial commitment whatsoever. Furthermore, this MOU shall not represent any commitment on the part of either Party to give preferred treatment to the other Party in any matter. Each Party understands that Article II of this MOU is not legally binding and shall not restrict a Party's business alliance or cooperation with any other entities or companies.

5. RELATIONSHIP

The relationship between the Parties shall be solely that of independent entities, and nothing in this MOU shall constitute or be deemed to constitute an agency, a partnership or a joint venture between the Parties and the rights and obligations of the Parties shall be limited to those expressly set out in this MOU. Nothing in this MOU shall be construed as authorizing either Party to act as an agent or representative of the other or to make any commitment or create any obligations for the other without such Party's prior written consent.

6. COSTS

Each Party shall be responsible for its own costs, including, without limitation, costs incurred in connection with the execution of this MOU and any further agreements, including but not limited to, legal fees, business plan costs and travel and associated expenses.



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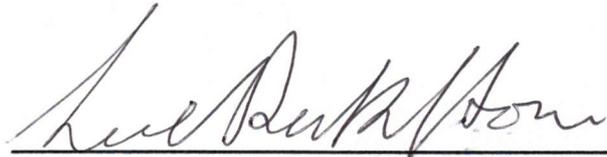
7. SETTLEMENT OF DISPUTES

Any dispute between the Parties concerning the interpretation and/or implementation of this MOU shall be settled amicably through consultations or negotiations.

IN WITNESS WHEREOF, the Parties hereto, acting through their respective duly authorized representative, have signed this MOU, on the date first above written in two original counterparts in English.



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For and on behalf of **PROINVERSIÓN**
Name: Carlos Herrera Perret
Title: Director Ejecutivo



For and on behalf of **THE EXPORT-IMPORT BANK OF KOREA**
Name: LEE Duk-Hoon
Title: Chairman and President



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