

# **IDFC – International Development Finance Club**

---

**A Global Network of Leading National  
and Sub-regional Development Banks**

## **Charter**

## Preamble

The Members of the International Development Finance Club have agreed on the following key principles and agenda, which characterize their actions as cooperating development banks:

- We are like-minded development banks of national and sub-regional origin
- We operate within the framework of development policies of our respective countries and assist our respective governments in fulfilling their national and international commitments, and within the framework set forth by our constitutive documents / charter as the case may be
- We do so by acting inter alia as financier, advisor, partner and implementer to mobilise finance and expertise for development projects in emerging and developing countries
- We share a long history of collaboration; we have built trust and we aim at further enhancing our relationship
- We share a similar vision of development strategies to be pursued inter alia to support sustainable improvements in economic, environmental, social and human development
- We have a similar understanding about the global challenges facing all of us
- We believe that in our changing world there is an increasing role for national and sub-regional development banks
- By joining our forces (funding capacities, local and international experience, market and product know-how), we aim at complementing each other's needs and objectives
- We work together to align with and implement the Sustainable Development Goals (SDGs) and the Paris Climate Agreement agendas; we join forces as a platform to promote and leverage Sustainable Development Investment worldwide

## **Organization and Objectives**

### **Article 1 – Name**

The name of the organization shall be the International Development Finance Club (IDFC) (“the Club”).

### **Article 2 – Objectives**

The objectives of the Club are the following:

- Agenda setting by joining forces and networking on issues of similar interest;
- Identifying and developing joint business opportunities;
- Sharing know-how and best practice experiences for mutual learning.

### **Article 3 – Location**

The address of the Club shall be that of the Secretariat.

### **Article 4 – Legal Personality**

It is not intended that the Club has distinct legal personality or that membership therein should give rise to any formal obligations of a legally binding nature, other than those expressly foreseen in the Charter.

### **Article 5 – Membership**

The Members of the Club shall be the development banks represented at the Annual Meeting 2011 and all other development banks having been admitted to the Club in accordance with the provisions of the Charter.

Members shall be known for their track record of excellence, innovation and impact.

Other organizations (such as banks, associations, clubs, federations or any similar organizations) whose objectives are similar to those of the Members and whose contribution may represent a special interest for the development of the Club may be invited to the activities of the Club.

## **Article 6 – Admission of New Members**

Admission of a new Member shall be decided by the Annual Meeting upon recommendation of at least two Members and on the basis of the Membership Policy annexed to the present Charter. The new Member shall sign a Deed of Accession in accordance with Exhibit 1.

## **Article 7 – Meetings**

It is expected that the Annual Meeting of the Club shall take place on the occasion of the annual meetings of IMF and IBRD.

The Annual Meeting shall decide, inter alia, on the following matters:

- Any modification to the Charter;
- The admission and exclusion of a Member;
- The appointment and the removal of the Chairperson and the Vice-Chairpersons;
- The determination of the powers and authority of the Chairperson and the Vice-Chairpersons;
- The determination of the power and authority of the Steering Group;
- The annual work programme of the Club;
- The execution of specific projects of the Club sponsored by the Members or any other material business or subject;
- The passing of declarations on subjects of mutual interest;
- The dissolution of the Club.

The Members shall be represented by their CEO or a designated representative.

Unless otherwise specified in this Charter, the decisions of the Annual Meeting are approved if a qualified majority of three-quarters of the Members attending such meeting have approved the proposed decisions. As an objective, all decisions of the Annual Meeting should be achieved by way of a consensus to the greatest extent possible.

For the purpose of an efficient work flow of IDFC's activities, Members are also allowed to apply for decisions via written procedure, which can include a silence procedure, coordinated by the Secretariat, for timely decisions also between Annual Meetings.

Subsequent meetings of the CEOs may take place at a time and in any suitable location as decided by the Steering Group.

### **Article 8 – Chairperson and Vice-Chairpersons**

The Chairperson of the Club shall chair and lead the work of the Steering Group. The Chairperson shall have a casting vote in the Steering Group.

The Chairperson shall be assisted by Vice-Chairpersons representing the diversity of the membership of the Club.

The Members who delegate the Chairperson and the Vice-Chairpersons of the Club shall be elected among the Members in the Annual Meeting for a period of two years.

### **Article 9 – Steering Group**

The Steering Group of the Club shall be comprised of the Chairperson and the Vice-Chairpersons. The Steering Group shall be responsible for the preparation and the follow-up of the Annual Meeting and any other business that does not fall into the authority of the Annual Meeting.

The Steering Group shall convene at least twice annually.

### **Article 10 – Communication**

Communication on behalf of the Club shall be conducted solely by the Secretariat upon request by the Steering Group.

### **Article 11 – Secretariat**

The Secretariat shall be appointed by the Chairperson. The Secretariat's tasks are to organize and administer the work of the Club and to coordinate the implementation of decisions taken by the Annual Meeting. The Secretariat shall be hosted and funded by the Member whose CEO is the Chairperson.

Each Member shall nominate a contact person (Sherpa) to the Secretariat.

## **Article 12 – Strategic Topics of Mutual Interest**

To the extent practicable and without compromising any confidentiality or other obligations, the Members aim to share their know-how and best practice experiences in financing investments in strategic topics of mutual interest, in particular related to the Paris Agreement on climate change and the Sustainable Development Goals agendas. Such strategic topics shall include among others:

- Climate finance
- Biodiversity finance
- Infrastructure finance
- Social development
- Poverty reduction
- Gender equality
- Green banking
- Innovation finance
- Cooperation for development
- Any other topic mutually agreed upon

## **Article 13 – Sponsoring of Specific Projects**

Specific projects of the Club shall be sponsored by the Members on a project by project basis upon the decision of the Annual Meeting and subject to each of the respective Member's laws, internal policies and regulations.

## **Article 14 – Members' Expenses**

Each Member shall bear the expenses incurred in sending its representatives to the meetings of the Club.

## **Article 15 – Membership Fee**

A membership fee shall be charged to the Members upon proposal by the Steering Group and decision by the Annual Meeting.

The membership fee shall contribute to IDFC's common budget following the provisions of IDFC Membership Fee Guidelines annexed to the present Charter.

If a Member does not pay its membership fee for two consecutive years, the Secretariat and Chairperson will undertake formal consultations regarding the interest of this Member to remain in the Club, which may lead to Withdrawal of the considered Member.

### **Article 16 – Withdrawal**

Any Member can withdraw from the Club at any time by giving written notice of withdrawal to the Secretariat who shall forthwith inform all Members of the receipt of such notice.

### **Article 17 – Miscellaneous**

This document does not create or express any legally binding or enforceable rights, obligations or representations between the Members other than those expressly spelled out in this document.

This document does further not seek to constitute or create a partnership or any other similar arrangement between the Members nor does it seek to create any trust or fiduciary relationship between the Members.

Nothing in this document limits or prevents any Member from entering into similar or different agreements with any other person, including agreements that may give rise to the Members competing with each other, or which could potentially conflict with the Club and this document.

Furthermore, although there is a will to share the relevant information, none of the Members is obligated to share any know how, opportunity or other information with any other Member if that is hindered by internal or external rules or procedures of the Member, but may do so voluntarily at its discretion.

The members of the International Development Finance Club decide to share information for the purpose of working together, always taking into account the specific confidentiality requirements of each party. They decide on unencrypted e-mail communication, unless otherwise provided by the laws, programs and policies of their respective governments and, specifically, by the laws regulating banking confidentiality to which each member may be subject in their respective countries.

## IDFC – International Development Finance Club - Charter

Each institution stated below hereby agrees to become a Member of the International Development Finance Club and to abide by the terms of the International Development Finance Club Charter attached hereto.

Signed on 25 September 2011:

For Agence Française de Développement  
For Bancoldex S.A.  
For Black Sea Trade and Development Bank  
For Central American Bank for Economic Integration  
For Banco Estado  
For Banco Nacional de Desenvolvimento Econômico e Social  
For Caisse de Dépôt et de Gestion  
For China Development Bank  
For Industrial Development Bank of Turkey  
For KfW Bankengruppe  
For Nacional Financiera  
For Vnesheconombank  
For Japan International Cooperation Agency  
For Small Industries Development Bank of India  
For Development Bank of Southern Africa  
For Cooperación Andina de Fomento  
For Croatian Bank for Reconstruction and Development

Signed on 14 October 2013:

For Banque Ouest Africaine de Développement

Signed on 12 October 2014:

For Trade and Development Bank (ex-PTA)  
For Corporación Financiera de Desarrollo S.A.  
For Islamic Corporation for the Development of the Private Sector

Signed on 11 October 2015:

For Korean Development Bank

Signed on 14 October 2018:

For Cassa depositi e prestiti  
For International Investment Bank

Signed on 20 October 2019:

For Banco de Inversión y Comercio Exterior S.A.  
For PT Sarana Multi Infrastruktur (Persero)

**Exhibit 1**

**Deed of Accession**

**Name of institution**

hereby agrees to become a Member of the International Development Finance Club and to abide by the terms of the International Development Finance Club Charter.

---

*Done (Place, Date)*

---

*For: Name of institution*