

MEMORANDUM OF UNDERSTANDING

Between

The Kenya National Chamber of Commerce and Industry

**(Telkom Plaza- 2nd Floor, Ralph Bunche Road, Nairobi, Kenya)
(hereinafter referred to as “KNCCI”)**

And

**.....
(hereinafter referred to as “.....”)**

RECITALS

WHEREAS the Kenya National Chamber of Commerce & Industry (KNCCI) of the Republic of Kenya which is a Business Membership Organization incorporated as a Company Limited by Guarantee under the Companies Act, Cap 486 of the Laws of Kenya.

KNCCI plays a central and catalytic role in facilitating the growth of Kenyan businesses through trade promotion, in an enabling and conducive environment for business, geared to achieve the creation of wealth and employment. It also seeks to promote, protect and develop commercial, industrial and investment interests of members in particular and those of the entire business community in general.

KNCCI aims at influencing development policies, strategies, and support measures to achieve the best economic climate for the business community and its varied interests.

WHEREAS,

PREAMBLE

DESIROUS of promoting commercial exchange between the Kenya National Chamber of Commerce and Industry (KNCCI) and Industry and theon equitable terms;

RECOGNIZING the Parties' mutual desire to enhance relations with each other that will support, complement, strengthen and extend cooperation between the parties;

FURTHER recognizing the importance of establishing a framework of mutual partnership as the basis for such cooperation;

HAVE AGREED as follows:

ARTICLE 1

GENERAL PRINCIPLE

The Parties shall take all necessary measures to promote trade relations under the provisions of this Agreement and subject to the domestic laws in their respective countries.

ARTICLE 2

TRADE

- a) Both Parties will encourage the exchange of trade missions and agree to support with all reasonable preparation, the business programs of the visiting delegations of the other Party.

- b) The Parties undertake to supply relevant market information, facilitate business networking, participate in hosting events and introduce to representatives of concerned industries.
- c) Both parties agree to act as a facilitator and active promoter of investments and trade ties between Kenya anda through a Joint Business Council

ARTICLE 3

EXHIBITIONS AND TRADE FAIRS

- a) Each of the Parties agrees to exchange relevant information on International fairs and exhibitions and to grant each other technical support to encourage the participation of the respective enterprises and entities in events of their interest.
- b) Both Parties agree to exchange know-how and experiences in organizing and managing trade fairs and conferences.

ARTICLE 4

BUSINESS INFORMATION

- a) The Parties agree to share market information on important economic and trade issues including developments in their respective commercial legislation, which might affect trade relations between commercial enterprises and entities in Kenya and
- b) Both Parties agree to the expansion and development of commercial and economic ties between Kenya and and strengthen technological cooperation.

- c) Both Parties agree to exchange trade, technical and economic delegations for economic and commercial relations, and collaborations
- d) Both Parties agree to establish a regular exchange of publications edited by the respective institutions.
- e) Both Parties agree to set an open link on their respective websites as means to exchange business information.
- f) Both Parties agree to share Trade Inquiries to promote Trade growth and Development within the Two Chambers.
- g) Both chambers should Exchange information about trade fairs and exhibitions that might help in the matchmaking process in both countries.
- h) Publishing the commercial opportunities which are received from the other party in their monthly bulletin for their member's interest will facilitate their markets penetration in both countries.
- i) Exchange researches, studies, statistics, documents related to commercial and economic aspects issued by the chambers.

ARTICLE 5

TRAINING

Both Parties agree to contribute expertise and experiences to the organization of courses, symposia, and other activities held both in and Kenya to obtain a more thorough knowledge of the trade and investment opportunities between parties.

ARTICLE 6

AMENDMENTS

- a) Either party may request an amendment of this agreement by giving notice to the other party.

- b) No amendment of this agreement shall be valid and binding unless in writing and signed by both parties.
- c) Any amendments of this agreement shall not adversely affect any rights or obligations accrued or incurred before the date of the amendment of the agreement.

ARTICLE 7

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any clause of this MOU shall be settled amicably through mutual consultation and/or negotiations between the Parties.

ARTICLE 8

REVIEW

The Parties shall, on a regular and periodic basis, review the progress made in achieving the purpose of this Memorandum and in the areas of cooperation outlined above, and to consider and agree on ways in which these provisions can be more effectively and efficiently implemented.

ARTICLE 9

LIMITATIONS

This MOU is not legally binding and is not intended to supersede national or international obligations by which the Parties are bound. The Parties shall notify each other in case of any conflict arising from this MOU.

ARTICLE 10

ENTRY INTO FORCE, DURATION, AND TERMINATION

- a) This agreement will enter into force on the date of signature and shall remain in force for a period of.....
- b) This agreement shall automatically be renewed for successive periods of three years unless either Party notifies the other in writing of its intention to terminate the agreement **six months** before the expiry of any such period.
- c) Notwithstanding anything in this Article, either Party may terminate the agreement by notifying the other Party of its intention to terminate this agreement by notice in writing at least six months before it intends to do so.
- d) The termination of this agreement shall not affect the implementation of ongoing activities/programs which have been agreed upon before the date of the termination of the agreement.

IN WITNESS WHEREOF, the undersigned being duly authorized by the respective agencies, have signed this agreement, on this day of Two Thousand and....., in two originals.

Dr. Erick Rutto
Chamber President

Kenya National Chamber
Commerce & Industry

