



MEMORANDUM OF UNDERSTANDING

BETWEEN

KENYA INVESTMENT AUTHORITY (KENINVEST)

AND

KENYA CHINA CHAMBER OF COMMERCE & INDUSTRY

ON

**PARTNERSHIP AND COOPERATION IN PROMOTING
INVESTMENT IN KENYA**



THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU") is made and entered into this⁷ day of⁹.....2023, between:

Kenya Investment Authority, (herein after referred to as the "**KENINVEST**") having its headquarters at Nairobi, Kenya, Old Mutual Tower, 15th Floor, Upper Hill Road and of P.O Box 55704-00200, which expression will include its successor(s), Administrator(s) or permitted assignee in title, of the first part.

AND

Kenya China Chamber of Commerce & Industry is a non-governmental members organization registered as **Kenya China Chamber of Commerce & Industry** having its registered office at China Town 1st Floor, Kindaruma Road and of P.o Box 18352-00100 Nairobi, (hereinafter referred to as "**KCCCI**", which expression will include its successor(s), Administrator(s) or permitted assignee in title, of the other part.

KENINVEST and **KCCCI** are collectively referred to as the "**Parties**" and each individually as a "Party".

WHEREAS:

- A. **KenInvest** is a State Corporation with the main objective of promoting investments in Kenya. It is responsible for facilitating the implementation of new investment projects, providing After Care services for new and existing investments, as well as organizing investment promotion activities both locally and internationally. Keninvest provides information on investment opportunities and sources of capital, provides information to investors on the business climate, operating rules, investment opportunities and sources of capital, facilitates investors by ensuring expeditious and quality facilitation of projects for prompt implementation, assists investors in obtaining licenses, permits, incentives and exemptions and liaising with other government agencies for the issuance of additional licenses and approvals not directly handled by the Authority. In addition, Keninvest offers aftercare services by providing effective post implementation (AfterCare)



Services and following up with investors at regular intervals to assist in smooth project implementation and address any concerns.

- B. **KCCCI** is a member's organization with the aim of establishing a platform for Investment & Trade cooperation between Kenya and China through supporting Chinese companies to do business with Kenyan companies.
- C. The parties share the common goal to strengthen relations between the Kenya business community and Chinese business community, facilitate business cooperation between the two countries, accelerate trade and encourage investment in Kenya to increase local employment.
- D. Therefore, it is in the light of the above that the Parties have come together and, after discussions, have drawn up and signed this MoU which is not exhaustive or binding and does not contain any commitment to proceed with the Project for either Party.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1
OBJECTIVE OF THE MOU

1. The overall objective of this MoU is to establish a broad framework for partnership and cooperation in promoting trade and investments between the Parties, strengthening relations between the Kenya business community and Chinese business community, facilitating business cooperation between the two countries, accelerating trade and promoting investments in Kenya.
2. The definition and implementation of any subsequent specific activities, projects, and programmes pursuant to this MoU will be subject to separate agreements that can be entered into between the Parties under this MoU.



ARTICLE 2
SCOPE OF COOPERATION

The Parties hereby establish a strategic partnership and agree to cooperate in the following non-exhaustive areas of common concern and interest:

- (a) Investment Promotion activities where the parties agree to:
 - (i) Collaborate in promoting investment opportunities in Kenya to Chinese businesses and investors; and
 - (ii) Jointly organize investment forums, seminars, and exhibitions in Kenya and China to showcase potential sectors, projects, and incentives available.
- (b) Trade Facilitation where the parties will:
 - (i) Partner to enhance bilateral trade between Kenya and China by identifying and addressing trade barriers and facilitating smoother trade processes; and
 - (ii) Exchange information on market trends, trade policies, and regulations to assist Chinese businesses in navigating the Kenyan market.
- (c) Promote capacity building mechanisms where the parties will collaborate to provide training and capacity-building programs for investors and entrepreneurs interested in investing in Kenya.
- (d) The parties will cooperate in project identification and support to:
 - (i) Identify potential investment projects in Kenya that align with the interests and capabilities of Chinese investors; and
 - (ii) Provide support in terms of feasibility studies, market research, project evaluation, and matchmaking services to facilitate successful investment projects.
- (e) The parties will encourage the exchange of technology and innovation and research between Chinese and Kenyan businesses. Parties will promote collaboration in sectors such as manufacturing, information technology, renewable energy, agriculture, and infrastructure development.
- (f) The parties will organize networking events, business matchmaking sessions, and B2B meetings to foster closer ties between Chinese and Kenyan companies.
- (g) The parties will collaborate on advocating for favourable policies, regulations, and incentives that promote investment and trade between Kenya and China.



ARTICLE 3
PRINCIPLES OF CO-OPERATION

This MoU recognizes the following broad principles:

1. The Parties will use their best endeavours to meet the terms of this MoU;
2. The Parties intend to assist each other under this MoU to the full extent permitted by the laws, regulations and rules governing their operations to facilitate the fulfilment of objects of this Framework;
3. This MoU does not amount to a delegation of any of the powers, duties or obligations of either parties;
4. This MoU does not affect any arrangement under any other MoU, Agreement, Framework or engagement that parties may have entered into; and
5. This MoU will not restrict the statutory prerogative of any Party.
6. Each party will be responsible for any liability that can arise out of its activities under this MoU.

ARTICLE 4
CONSULTATION AND EXCHANGE OF INFORMATION

- 4.1. The parties will establish a mechanism for regular information sharing, including market intelligence, investment opportunities, and sector-specific updates. Both parties will maintain open communication channels to facilitate timely and accurate exchange of relevant information.
- 4.2. Consultation and exchange of information and documents under this MoU will be without prejudice to arrangements, which can be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MoU and of any agreements signed by the Parties within the scope of this collaboration.



ARTICLE 5
IMPLEMENTATION OF THE MOU

5. Monitoring Committee

5.1 Within the framework of their more general collaboration concerning the development of Project, the Parties agree to, within a period of [15] days, create a committee (the "Monitoring Committee") composed of representatives from KENINVEST, representative from State Department responsible for Investment, representative from Kenyan private sector and representatives of KCCCI.

5.2 The Monitoring Committee will be responsible for the follow-up and evaluation of the proper execution of this MoU review and facilitate the functioning and effectiveness of the cooperation arrangements contemplated herein, and to deliberate on such other matters and propose any recommendations as the committee may deem fit.

5.3 The Monitoring Committee will meet at least on a monthly basis and when need be.

5.4 The Monitoring Committee can co-opt any other member or public entity.

ARTICLE 6
LEGAL STATUS

This MoU merely constitutes a statement of the mutual intentions of the Parties and is not intended to and will not create any legal rights or obligations between the Parties or any third party.

ARTICLE 7
FINANCIAL IMPLICATION

The conduct of activities under this MoU shall be undertaken subject to availability of funds and resources of the Parties.



ARTICLE 8
REVISION OF CLAUSES

This MoU will not be amended, modified, supplemented, or varied except by an instrument in writing signed by or on behalf of the Parties. The variations made in accordance with this clause will take effect from the date it is signed by all the Parties.

ARTICLE 9
TERMINATION

1. Either Party can terminate the Memorandum of Understanding by giving a written notice of its intention to terminate to the other Party at least Thirty (30) days in advance.
2. Termination of the present Memorandum of Understanding will not affect the implementation of the existing frameworks.

ARTICLE 10
APPLICABLE LAW

All activities undertaken pursuant to the terms of this Memorandum of Understanding will be governed and construed in accordance the Laws of the Republic of Kenya.

ARTICLE 11
SETTLEMENT OF DISPUTES

Any difference or dispute arising from the interpretation or implementation and/or application of any of the provisions of this Memorandum of Understanding will be settled amicably through mutual consultations and negotiations between the Parties through diplomatic channels.

ARTICLE 12
COMING TO EFFECT & VALIDITY

1. This MOU will come into effect on the date of signature and remain in effect for a



- period of Two (2) years unless terminated earlier by either Party.
2. The amendment or termination of this MOU will not affect the duration or validity of activities that are already under way in accordance with this MOU.

ARTICLE 13
NOTIFICATION

Any notice or other document to be given under this MoU will be in writing and will be either personally served, sent by internationally recognised express courier service or sent by electronic mail to the following addresses:

For: KENINVEST

To: Chief Executive Officer
Kenya Investment Authority
Old Mutual Tower, 15th Floor
Upper Hill Road
P.O Box 55704-00200

Nairobi, Kenya

FOR KCCCI

To: The Chairman
Kenya China Chamber of Commerce and Industry
China town, 1st Floor
Kindaruma Road
P.O Box 18352-00100

Nairobi, Kenya

A notice takes effect from the time it is received unless a later time is specified in it. A notice personally served is deemed to be received on the date of service. A notice sent by internationally recognised express courier service is deemed to be received on the date set



out on the acknowledgement of receipt. A notice sent by electronic mail is deemed to be received on the date set out on the acknowledgement of receipt.

ARTICLE 14

CONFIDENTIALITY

1. Parties agree to keep confidential any and all information, trade-secrets, data or material, including the Licensed Materials, which the Parties acquire as a result of the execution of this MOU and the Parties agree not to disclose the same to others without the prior written approval of either Party. Parties agree not to use any information or data acquired as a result of this MOU for any other purpose than to perform the mandate of this MOU. Parties agree to take all reasonable precautions at all times (and in any event, efforts that are no less than those used to protect its own confidential information) to protect confidential information from disclosure, unauthorized use, dissemination or publication, except as expressly authorized by this MOU.
2. Either Party will, upon request, promptly return to the other party any information or material provided by either Party and in either Party's possession. It is agreed that either Party will give the other Party such other assurances and enter into such additional agreements as may be necessary or appropriate to give full effect to the intent and purpose of this clause.
3. This section shall survive the termination of this MOU.

ARTICLE 15

INTELLECTUAL PROPERTY RIGHTS

- (1) Parties undertake to observe and respect the intellectual property rights of each Party in the implementation of this MOU.
- (2) All rights created by a patent as a result of joint activity will be shared by Parties.
- (3) All intellectual properties brought by each Party to the relationship under this MOU remains the ownership of that Party.



ARTICLE 16
BASIC PRINCIPLES OF IMPLEMENTATION

The Parties will adhere to the internationally accepted principles and values which will be consistent with the applicable domestic laws.



IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized representatives, have signed this MOU in two copies in the English language; both copies being equally authentic.

SIGNED at NAIROBI this 7 day of 8 2023

KENYA INVESTMENT AUTHORITY

KENYA CHINA CHAMBER OF
COMMERCE

Authorized signatory:

Authorized signatory:

Title: JUNE CHEPKEMEI

Title: CHEN CONGCONG

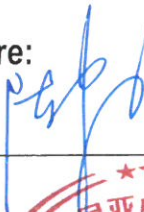
Ag. Managing Director

CHAIRMAN

Signature:



Signature:



Witnessed by:

Witnessed by:



General Manager
Legal & Corporate Affairs
Kenya Investment Authority

Signature: 

Signature: 

