MEMORANDUM OF UNDERSTANDING

BETWEEN

KENYA NATIONAL CHAMBER OF COMMERCE & INDUSTRY (KNCCI)

AND

KENYA CHINA CHAMBER OF COMMERCE & INDUSTRY

ON

PARTNERSHIP AND COOPERATION IN PROMOTING INVESTMENTS IN KENYA

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU") is made and entered into this ...8th.......day of ....August...2023, between:

1. **Kenya National Chamber of Commerce & Industry**, (herein after referred to as the "KNCCI") is a State Corporation established under the Investment Promotion Act, 2004, Laws of Kenya, having its headquarters at Nairobi, Kenya, Heritan House (Ground Floor), Woodlands Road (Off Argwings Kodhek Road), P.O. Box 00200-47024 which expression shall include its successor(s), Administrator(s) or permitted assignee in title, on the FIRST PART.

AND

2. **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 shall include its successor(s), Administrator(s) or permitted assignee in title, of the Second PART.

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

WHEREAS

A. KNCCI 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. KNCCI 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, KNCCI 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

1.1. 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.

1.2. The definition and implementation of any subsequent specific activities, projects, and programmes pursuant to this MoU shall be subject to separate agreements that may be entered into between the Parties under this MoU.

1.3. The broad framework for partnership shall open about or approximately twenty-Five thousand job opportunities to Kenyans in Athi River Machakos County and Kilifi County.

1.4. The broad framework for partnership together with ministry of investment trade and industry Kenya (MITI) to establish a pavilion in Guangzhou China to market and promote Kenyan products in China.

ARTICLE 2
SCOPE OF COOPERATION

1.5. 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

(i) jointly organize investment forums, seminars, and exhibitions in Kenya and China to showcase potential sectors, projects, and incentives available for Chinese investors in Kenya.

(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:

(i) collaborate to provide training and capacity-building programs for Chinese investors and entrepreneurs interested in investing in Kenya; and

(ii) Organize training initiatives which may include workshops, seminars, and mentoring programs to enhance Chinese investors' understanding of the Kenyan business environment, laws, regulations, and cultural aspects.

(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. Both 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. The parties will facilitate business introductions and provide a platform for Chinese investors to engage with Kenyan counterparts, potential partners, and government agencies.

(g)The parties will collaborate on advocating for favourable policies, regulations, and incentives that promote investment and trade between Kenya and China. To achieve this, the parties will engage with relevant government authorities to address any concerns or issues raised by Chinese investors and work towards their resolution.

ARTICLE 3
PRINCIPLES OF CO-OPERATION

This MoU recognizes the following broad principles:

1.6. The Parties will use their best endeavours to meet the terms of this MoU;

1.7. 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;

1.8. This MoU does not amount to a delegation of any of the powers, duties or obligations of either parties;

1.9. This MoU does not affect any arrangement under any other MoU, Agreement, Framework or engagement that parties may have entered into; and

1.10. This MoU will not restrict the statutory prerogative of any Party.

1.11. Each party shall be responsible for any liability that may 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 shall be without prejudice to arrangements, which may 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

1.12. Monitoring Committee

1.12.1. 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 KNCCI, representative from State Department responsible for Investment, representative from Kenyan private sector and representatives of KCCCI.

1.12.2. The Monitoring Committee shall 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.

1.12.3. The Monitoring Committee shall meet at least on a monthly basis and when need be.

1.12.4. The Monitoring Committee may co-opt any other member or public entity.

1.13. **Definitive Agreement**

1.13.1. This MoU is not a definitive agreement and does not bind the Parties to implement the activities.

ARTICLE 6
LEGAL STATUS

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

1.15. NOTWITHSTANDING: that the Framework does not constitute any binding legal obligation, the Parties will undertake their commitments for the effective implementation of this Framework in good faith.

ARTICLE 7
DURATION

1.16. This MoU is concluded for a period of five years from the execution date of the MoU. It may be extended, by written MoU of the Parties, only after evaluation of the Parties' commitments.

ARTICLE 8
FORCE MAJEURE

1.17. Any event or circumstance listed below which prevents one of the Parties from performing all or part of its obligations under this MoU, and which results in the impossibility for the Party invoking it to perform its obligations under this MoU, without it being necessary for this event or circumstance to be unforeseeable, but provided that it is irresistible and independent of the Party affected, shall be deemed to constitute an " event of Force Majeure":

(a) an act of war (declared or not), invasion, armed conflict, act of foreign enemy, revolution, or embargo;
(b) political riots, insurrections, acts of terrorism or sabotage, military coups or acts of usurpation or vacancy of power;
(c) strikes, protests, or other industrial unrest,
(d) the de jure or de facto prevention by a competent authority of the right to convert and export dividends, in whole or in part, or any sums intended for the servicing of the debt or the payment of suppliers or subcontractors and other co-contractors of Arise;
(e) a change in law that makes performance illegal, impossible or more onerous;

(f) any physical consequence of natural elements such as lightning, drought, fire, earthquake, volcanic eruption, landslide, flood, storm, cyclone, typhoon, tornado, or exceptionally heavy rain;
(g) a radioactive contamination;

(h) an event linked to the condition of the site of the Project with an event occurring prior to the date of conclusion of this MoU;
(i) explosion, fire, destruction of machinery and installations of any kind whatsoever, provided that such events are not the fault of the Party invoking them;
(j) an epidemic or pandemic;
(k) an air crash, train derailment or serious malfunction or stoppage of transport, objects falling from aircraft or other airborne equipment, ballistic detonation, explosions, or chemical contamination.

1.18. If either Party is rendered permanently unable, wholly, or in part, by reason of Force majeure to perform its obligations and meet its responsibilities under this MoU, either Party shall have the right to suspend or terminate this MoU on the same terms and conditions as are provided for in Article 10, (Termination), except that the period of notice shall be 15 days' notice period.

ARTICLE 9
REVISION OF CLAUSES

9.1. This MoU shall 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 shall take effect from the date it is signed by all the Parties. This MoU shall 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 shall take effect from the date it is signed by all the Parties.

ARTICLE 10
TERMINATION

1.19. Either Party may terminate the Memorandum of Understanding by giving a written notice of its intention to terminate to the other Party at least 30 days in advance.

1.20. Termination of the present Memorandum of Understanding will not affect the implementation of the existing frameworks.

ARTICLE 11
APPLICABLE LAW

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

ARTICLE 12
SETTLEMENT OF DISPUTES

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

ARTICLE 13
ENTRY INTO FORCE

1.23. This Memorandum of Understanding will enter into force upon signing by all Parties and remain valid for a period of **2 YEARS** unless terminated in accordance with Article 10.

ARTICLE 14
NOTIFICATION

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

For: KNCCI AUTHORITY
To: Chief Executive Officer
KENYA NATIONAL CHAMBER OF COMMERCE & INDUSTRY
Heritan House (Ground Floor),
Woodlands Road (Off Argwings Kodhek Road),
P.O. Box 00200-47024
Nairobi, Kenya

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

14.2 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 15
CONFIDENTIALITY

1.25. For the purpose of this MoU, "Confidential Information" means any and all information disclosed, furnished or communicated (including without limitation proprietary information, technical data, trade secrets, marketing and financial data, know-how, formulae, processes, designs, drawings, specifications, samples, programmes, materials, records, business plans, investors research or analyses) of whatever nature, in whatever form, together with all reports, notes, documents, photographs, on all digital media, relating to either Party and its group of companies already disclosed or to be disclosed to the other Party.

1.26. Confidential Information shall not include any such information which is:

- (a) in or becomes part of the public domain through no fault of or breach of this MoU by either Party;
- (b) approved for release or use by written authorisation by the disclosing Party, provided such release or use is restricted to the specific purpose stated by the disclosing Party;
- (c) prior to receipt thereof from a Party, the other Party was in possession of the Confidential Information which was at its free disposal; and
- (d) subsequently disclosed to one Party without any obligations of confidence by a third party who has not derived the Confidential Information directly or indirectly from the disclosing Party.

1.27. Each Party agrees to maintain secret and confidential all Confidential Information obtained from the other Party pursuant to this MoU and prior to, and in contemplation of it, and all other information that it may acquire from the other in the course of this MoU, to use the same exclusively for the purposes of this MoU, and to disclose the same only to those of its employees pursuant to this MoU (if any), subject to a similar confidentiality obligation, to whom and to the extent that such disclosure is reasonable and required for the purpose of this MoU.

1.28. The obligations of confidentiality contained herein shall survive the termination of this MoU and shall continue to bind a Party.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, by their respective Parties have signed this Memorandum.

Signed at NAIROBI on this 8TH Day of AUGUST 2023 in two (2) Original copies each in English languages, all texts being equally authentic.

SIGNATURE PAGE

FOR KENYA NATIONAL CHAMBER OF COMMERCE & INDUSTRY	**FOR Kenya China Chamber of Commerce & Industry**
Authorized signatory:	**Authorized signatory:**
DR. ERICK RUTTO **CHAMBER PRESIDENT** **Signature:** ____________ **KIHARA NJUNGUNA** **COMPANY SECRETARY** **Signature:** ____________ **CHIEF EXECUTIVE OFFICER:** **MR. PATRICK NYANGWESO** **Signature:** ____________ **SEAL:**	**CHEN CONGCONG** **CHAIRMAN** **Signature:** ____________ **PETER NJOGU WAWERU** **SECRETARY** **Signature:** ____________ **TREASURER:** **NALEOUS MWENDE** **Signature:** Naleous ____________ **SEAL:**