



MEMORANDUM OF UNDERSTANDING

BETWEEN

**JORDAN CHAMBER OF INDUSTRY
(JCI)**

AND

**TANZANIA CHAMBER OF COMMERCE, INDUSTRY AND
AGRICULTURE
(TCCIA)**

**DAR ES SALAAM – TANZANIA
4TH OF DECEMBER 2017**

MEMORANDUM OF UNDERSTANDING dated thisday of 2017.

BETWEEN

The Jordan Chamber of Industry hereinafter referred to as the “**JCI**”, whose address is P.O. Box 811986 Amman 11181.

AND

Tanzania Chamber of Commerce, Industry and Agriculture hereinafter referred to as the “**TCCIA**”, whose address is P.O. Box 9713 Dar es salaam, Tanzania.

JCI and TCCIA shall hereinafter be collectively referred to as “**Parties**”.

1. WHEREAS

- 1.1 Jordan Chamber of Industry acts as a national body which consists of all other chambers of industry in Jordan. It seeks to represent the interests of these chambers and to enhance cooperation and full coordination among them. Jordan Chamber of Industry includes Amman Chamber founded in 1962, Al-Zarqa Chamber founded in 1998 and Irbid Chamber founded in 1999. The board of Directors comprises elected representatives of the ten sectors including various manufacturing and extractive industries.

WHEREAS

- 1.1.1 The JCI's tasks and duties include: Representation of Industrialists and industrial chambers before any official or non-official body inside or outside the Kingdom; participating with the relevant authorities in holding industrial and economic conferences and taking part in the local, Arab and international events of industrial and economic nature as well as organization of activities, conducting, publishing and updating studies and research related to national industry; gathering, classifying and updating information and statistics on the national industry to be communicated with the industrialists as well as the establishment of an information center to provide the latest industry and economy related programs in cooperation with the Jordanian, Arab and international information centers and in coordination with industrial and commercial chambers; submitting proposals in relevance with the existing legislations, laws and regulations related to the industry and the economy; providing technical, industrial and economic advice by means of referring to experts and economists; seeking to resolve disputes that arise between the chambers of industry or between them and the industrialists or any other Jordanian or non-Jordanian parties through friendly settlement or arbitration.

WHEREAS

- 1.1.2 The Jordan Chamber of Industry objectives include: Participating in the public policy-making of the industry, and set the strategies and plans needed for implementation; participating in the development of national industry; taking care of the interests of all industrial enterprises and craft institutions; strengthening cooperation between the chambers of industry, unions and Arab and foreign chambers of industry; working to strengthen the capacities of the chambers of industry and coordinate their efforts.

AND WHEREAS

- 1.2 The Tanzania Chamber of Commerce, Industry and Agriculture (TCCIA) was established in 1988. It was initiated with the support of the Tanzanian Government to strengthen the private sector. The establishment of the TCCIA was an important step in moving on from a centralized, planned economy towards a more open, mixed economy giving full scope to privately owned enterprises and farms.

WHEREAS

- 1.2.1 TCCIA has opened regional offices in all 21 regions of mainland Tanzania and over 90 district centres, which are autonomous in their operational activities. Assistance by Swedish governmental development agency-SIDA has played a vital role in establishment of the regional and district Chambers especially in providing training, office equipment and mobilization/sensitization of the business community.

WHEREAS

- 1.2.2 TCCIA's vision is to become an efficient, sustainable and most preferred role model business member based organization in Tanzania, Africa and in the world and its mission is to facilitate Private Sector Development in Tanzania by providing exceptional value to members and business community through the provision of demand driven advocacy, business Informediary, linkages , business development services and other relevant services in a more professional, resourceful and sustainable manner.

2. NOW THEREFORE

After discussions and with the principle of harnessing complementary advantages and win-win cooperation, the parties affirm their desire to establish cooperation between themselves and have agreed as follows:

Article 1

Both parties shall cooperate for the mutual benefit and interest of their members.

Article 2

Both parties shall coordinate on linking the industrial sectors in both Jordan and Tanzania, so as to facilitate cooperation and joint ventures among their members to increase the bilateral trade volume between both countries, Jordan and Tanzania.

Article 3

Both parties shall render assistance to each other in providing information on various economic events and exhibitions related to the industry in both countries, Jordan and Tanzania, so as to make such information available to their members and to extend all possible logistical assistance.

Article 4

Both parties shall organize business forums and bilateral meetings between companies from both Jordan and Tanzania, in order to boost economic and commercial cooperation among them.

Article 5

Both parties shall exchange information on trade, industrial and investment regulations, so as to encourage industrial investments in both Jordan and Tanzania.

Article 6

Both parties shall exchange information on industrial technical and vocational training programs, held in both Jordan and Tanzania, so as to benefit the industrial communities in both countries.

Article 7

Both parties have agreed to encourage scientific and technological exchange in the field of industry for the mutual benefit of both parties and their members.

Article 8

Both parties have agreed to establish records for economic and investment opportunities, which are available in both countries, and to make such records available on the websites of both parties.

Article 9

Both parties shall form Joint Business Council to discuss issues related to business or emerging issues when need arises.

Article 10

This agreement does not incur any financial or legal commitments by both parties.

3. DISPUTE RESOLUTION

- 3.1 The Parties shall foster knowledge of each arbitration practices and other ways of solving commercial disputes. The parties shall endeavor to settle any disputes arising between members of their chambers amicably, whether by negotiation, conciliation or arbitration as appropriate in each case. The Parties agree that the mediation and arbitration process shall be carried in the place of the registration of the defendant.
- 3.2 Any dispute concerning the interpretation and implementation of this MOU shall be settled through diplomatic channels or by cooperation and mediation of Tanzanian and Jordanian Embassies and Consuls.

4. VALIDATION, MODIFICATION AND TERMINATION OF AGREEMENT

- 4.1 This Cooperation agreement will become effective from the date of the signing by both parties and will remain valid for three (3) years, after which it shall be automatically renewed through mutual agreement by both parties, unless there are valid reasons why it should not be renewed, unless any Party to the Agreement gives a written notice three months before the expiration of the MOU that they do not wish to renew the Agreement.
- 4.2 Either party has the right to request for early termination of the agreement, but it must be in written notice and assented to by the other party, and the notice period shall not be less than 90 days. The termination of the agreement can occur due to important reasons and the Party terminating the Agreement must explain those reasons.
- 4.3 Any changes of the terms in the cooperation agreement should be approved by both parties in a written notice.
- 4.4 The cooperation agreement is not exclusive, and both sides can still operate with other parties.
- 4.5 The parties should engage on friendly discussion any other contents they may wish to explore that are excluded in this cooperation agreement.
- 4.6 This agreement is written in the English language.

IN WITNESS WHEREOF, signed in Nairobi on 4th of December 2017 in two identical copies in English, both of them having the same validity. The undersigned, being duly authorized representatives for such purpose have signed this MOU the date hereinabove written.

Signed by:



Mr. Adnan Abu El RAGHEB
Chairman
Jordan Chamber of Industry (JCI)

Signed by:



Mr. Ndibalema John MAYANJA
President
Tanzania Chamber of Commerce,
Industry and Agriculture (TCCIA)