



غرفة تجارة الأردن
Jordan Chamber of Commerce



AUSTRALIA
ARAB CHAMBER
OF COMMERCE
& INDUSTRY INC.

غرفة التجارة والصناعة
الاسترالية - العربية

Australia



غرفة صناعة الأردن
Jordan Chamber of Industry

DATED this 6 day of April 2014

JORDAN CHAMBER OF COMMERCE

JORDAN CHAMBER OF INDUSTRY

- and -

AUSTRALIA ARAB CHAMBER OF COMMERCE & INDUSTRY

MEMORANDUM OF UNDERSTANDING

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BETWEEN:

- (1) **JORDAN CHAMBER OF COMMERCE** of 218 Princess Bassma Street, Abdoun, Amman, Jordan (hereinafter referred to as “JCC”);
- (2) **JORDAN CHAMBER OF INDUSTRY** of Zahran Street, Jabal 2nd Circle, Amman 811986, Jordan (hereinafter referred to as “JCI”);and
- (2) **AUSTRALIA ARAB CHAMBER OF COMMERCE & INDUSTRY** of 24 Brisbane Avenue, □Barton, ACT, 2600 Australia (hereinafter referred to as “AACCI”)

WHEREAS:

- (A) JCC is a non-profit private national Chamber representative of local Chambers of Commerce that serves its interests in all economic, commercial, and service sectors. It provides the umbrella for 16 Chambers of Commerce & 10 commercial Sectors located in the major cities and districts of the Hashemite Kingdom of Jordan.
- (B) JCI serves the interests of its members in economic, commercial and Industrial sectors by participating in the formulation of the general policy for industry and setting up strategies and plans in addition to contributing towards the growth and development of the Jordanian Industry, JCI has 3 local chambers, one in each of Jordan’s 3 main governorates of Amman, Zarqa and Irbid.
- (C) AACCI a non-profit national Chamber representative of 6 chapters located in the major states of Australia, serving its members' interests through the promotion of bilateral trade and investment between Australia and the Arab League countries.
- (D) There is a strong and growing trade and investment relationship between Jordan and Australia.
- (E) JCC, JCI and AACCI wish to foster the development and diversification of commercial exchanges and economic cooperation on a mutually advantageous basis between their respective members.
- (F) JCC, JCI and AACCI wish to exchange information and cooperate on investment promotion activities with the view to strengthen business relations and develop reciprocal cooperation that will increase prosperity in both countries.
- (G) JCC, JCI and AACCI want to increase cooperation on policies and measures to foster the promotion of investment business partnerships between Australia and Jordan on the basis of the existing good relations, equality and mutual benefit

NOW, THEREFORE the JCC , JCI and AACCI (herein after referred to as the “Parties”) have reached the following understanding:

1. Purpose of Memorandum of Understanding

- 1.1. The purpose of this Memorandum of Understanding (“MOU”) is to establish a practical framework for the Parties to encourage and facilitate (according to the law in both countries) actions leading to the promotion of commercial exchanges and development of stronger business relations between the Parties with a view toward improving the business environment in and between Australia and Jordan, observing at all times the agreements and understandings existing between the Governments of Australia and Jordan.
- 1.2. The objective of this MOU is to ensure the Parties are educated on the economic benefits of trade between Australia and Jordan, to create general awareness of resources among members, and to encourage those interested in trade to seek the assistance of the Parties.
- 1.3. It shall be understood that the Parties are, and shall remain, independent entities and neither shall act as agent for the other. Each entity shall at all times act on behalf of and represent the interests of its respective membership.
- 1.4. Neither Party shall act as the representative for the other nor shall either Party have the authority to bind the other in any contract or agreement or to direct the activities of the other.
- 1.5. Each Party’s obligation to pursue the objects of this MOU is subject to budget and resource availability of each Party.

2. Scope of Cooperation

- 2.1. The scope of cooperation between the Parties protecting their mutual interests under this MOU shall include the exploration of business opportunities in, but are not limited to, the following fields:
 - (a) Renewable Energy;
 - (b) Agriculture and Food Processing and Manufacturing Industries;
 - (c) Education;
 - (d) Bullion and Seigniorage
 - (e) Fertilizer Industry;
 - (f) Mining;
 - (g) Oil & Gas;
 - (h) Culture and Tourism; and
 - (i) Biotechnology.

- (j) Constructions;
- (k) Jewellery Manufacturing

- 2.2. The Parties shall work together to coordinate their business promotion activities on trade and investment topics between Jordan and Australia to create a better business environment.
- 2.3. The Parties will notify each other opportunities for participation in events hosted by one Party that might be of interest to the members of the other Party.
- 2.4. The Parties will exchange expert visits to conduct studies on the existing investment opportunities for each of the Parties in each other's countries.
- 2.5. The Parties shall encourage the exchange of commercial, industrial and other trade sector delegations, experts, economic discussion and promotional materials.
- 2.6. The Parties shall support visits of businessmen from each other's country to the best of their ability including following up of such visits.
- 2.7. The Parties shall extend cooperation among entrepreneurs and organizations within their respective membership, and expand a business network to facilitate the circulation of commercial opportunities available in both countries.
- 2.8. The Parties will assist investors in searching suitable joint venture partners in order to promote the realization of joint venture projects.
- 2.9. The Parties shall encourage the flow of reciprocal economic information, statistics and trade data and ensure that such data is made accessible to their respective members to facilitate activate joint projects.
- 2.10. The Parties shall encourage joint research activities wherever possible and required.
- 2.11. The Parties shall, to the extent practicable and permitted by law, exchange market information, publications and business directories to facilitate information sharing between their respective members.
- 2.12. The Parties shall support and encourage the exchange of technical expertise, know-how and training opportunities between their respective members.

3. International Membership

- 3.1. Each Party agrees to offer membership of their chamber to members of the other Party at a rate of 50% discount on the comparative membership category, to be renewed on an annual basis according to the rules of each Chamber.
- 3.2. According to this MOU, and between the three Parties, a Joint Business Council may be established under the chairmanship of the heads of the three Parties in order to strengthen the

business relations and to increase the volume of trade, and also to encourage investments and joint ventures in both countries.

4. Use of Name and Trademark

- 4.1. The Parties shall permit each to link to the other's website.
- 4.2. The name of the Parties can only be used reciprocally by the Parties exclusively in the pursuit of the object of this MOU.
- 4.3. The Parties shall only use each other's logo with the prior written consent of the other Party, not to be unreasonably withheld, and only in pursuit of the object of this MOU and in accordance with the other Party's logo use policy.

5. Financial Expenses

- 5.1. Unless otherwise agreed, each Party shall bear the cost and expenses for its own participation in activities under this MOU.
- 5.2. The Parties acknowledge to each other that they are entering into this MOU as equals. Neither is hiring or retaining the other. Neither shall represent nor serve as agent of the other and neither shall compensate the other for any activities undertaken in furtherance of the goals of this MOU.

6. Confidentiality

- 6.1. The Parties shall during the term of this MOU and for a period of 3 years thereafter, keep confidential all data, information, literature and documents obtained from the other Party, and shall not directly or indirectly without the prior written consent of the other Party disclose, make use of or publish to any third party such information.
- 6.2. In the event that this MOU ceases to be valid, both Parties must return all intellectual property and confidential information in the possession of either Party or their affiliates and both Parties undertake that they shall not take or retain any copies of such intellectual property and confidential information.

7. Amendments

- 7.1. This MOU may be amended at any time subject to mutual agreement between the Parties'.
- 7.2. All such amendments or modifications to this MOU shall be done in writing and signed by a duly authorized representative of each Party.
- 7.3. Such amendments or revisions shall come into effect on the date they are effected in writing or such other date as determined by the Parties, and shall form an integral part of this MOU.

8. Settlement of Disputes

8.1. The Parties shall in good faith and using all reasonable efforts in the spirit of cooperation take all steps as may be necessary or desirable to settle amicably through negotiation or consultation any and all disputes arising out of or relating to this MOU.

9. Limitations

9.1. This MOU is a declaration of present intent. It does not create any rights of either Party or any third party, nor does it prevent either Party from entering into other MOUs or similar relationships with other parties to fulfill the same objectives.

9.2. Nothing contained in this MOU constitutes nor shall it be construed as a legally binding obligation between the Parties or a legally binding commitment of one Party to the other.

9.3. This MOU does not constitute a commitment or obligation of funds by either Party.

10. Entry into Force, Duration and Termination

10.1. This MOU shall come into effect on the date of its signing and shall remain valid until notice of its termination given in writing by either Party in which case the Agreement shall be terminated three months after the date of the said notice.

10.2. In the event that this MOU ceases to be valid, the Parties may mutually agree to continue actions taken pursuant to this MOU already commenced but not completed.

10.3. Notwithstanding termination of this MOU, Clauses 3, 4, 5, 7, 8 and 9 of this MOU shall continue to bind the Parties to the extent permitted by law.

11. Entire Agreement

11.1. This MOU represents the entire agreement between the Parties relating to the subject matter contained herein and supersedes any previous agreement of the Parties, either orally or in writing.

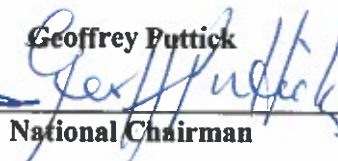
Signed in Amman on 6th of April in three identical copies in English, all of them have the same validity.

Nael Al Kabariti



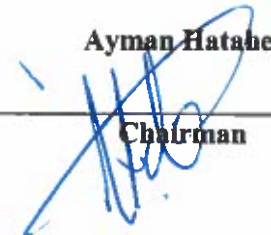
Chairman

Geoffrey Puttick



National Chairman

Ayman Hatahet



Chairman

Jordan Chamber of Commerce

Australia Arab Chamber of
Commerce & Industry

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