



غرفة صناعة الأردن
Jordan Chamber of Industry



MEMORANDUM OF UNDERSTANDING

BETWEEN

**JORDAN CHAMBER OF INDUSTRY
(JCI)**

AND

**EAST AFRICAN CHAMBER OF COMMERCE, INDUSTRY
AND AGRICULTURE
(EACCIA)**

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

MEMORANDUM OF UNDERSTANDING dated this **4th** day of **December** 2017.

BETWEEN

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

AND

The East African Chamber of Commerce, Industry and Agriculture hereinafter referred to as the **“EACCIA”**, the **Second Party**, whose address is P.O. Box 35104 - 00200, Nairobi, Kenya.

JCI and EACCIA 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 East African Chamber of Commerce, Industry and Agriculture (EACCIA) has been in existence since September 2005, when it was legally incorporated in Nairobi, Kenya and formally launched in Arusha, Tanzania, in February 2006. It was originally owned by the three national chambers from the states which were members of the East African Community (EAC) at that time, namely: the Kenya National Chamber of Commerce and Industry (KNCCI); the Uganda National Chamber of Commerce and Industry (UNCCI); and the Tanzania Chamber of Commerce, Industry and Agriculture (TCCIA). It has since evolved to incorporate all other chambers and private sector federations throughout the EAC.

WHEREAS

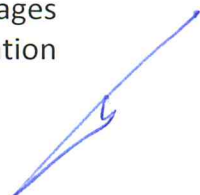
- 1.2.1 Its main objective, upon incorporation, was to lobby for the creation of a conducive environment for cross border trade and investment in the East African Community (EAC) member states, within the context of the various EAC legal protocols, viz: the East African Customs Union Protocol and the East African Common Market Protocol.

WHEREAS

- 1.2.2 The main objective of EACCIA is to lobby the regional governments for the creation of a conducive business environment for businesses to thrive. The chamber dialogues with various organs of the East African Community, national, as well as international institutions, impacting on business to facilitate this. Apart from its advocacy role, the EACCIA also undertakes development projects on behalf of its constituent Chambers. The EACCIA is also expected to cooperate with companies, institutions, societies and associations having objectives, in whole or, in part similar, to those of EACCIA and considers JCI such an institution.

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 East African members, so as to facilitate cooperation and joint ventures among their members to increase the bilateral trade volume between countries, Jordan and East African members.

Article 3

Both parties shall render assistance to each other in providing information on various economic events and exhibitions related to the industry in Jordan and East African members, 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 Jordan and East African members, in order to boost economic and industrial cooperation among them.

Article 5

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

Article 6

Both parties shall exchange information on industrial technical and vocational training programs, held in Jordan and East African members, so as to benefit the industrial communities in these 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 these 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 Kenyan 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, the undersigned, being duly authorized representatives for such purpose have signed this MOU the date hereinabove written.

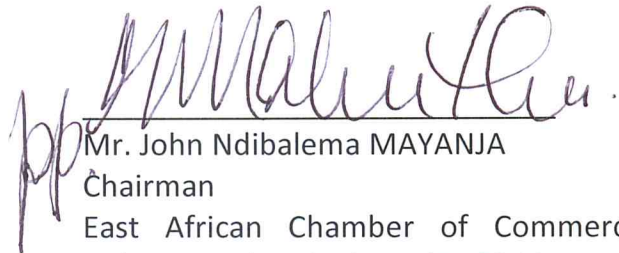


Signed by:



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

Signed by:



Mr. John Ndibalema MAYANJA
Chairman
East African Chamber of Commerce,
Industry and Agriculture (EACCIA)