



**MEMORANDUM OF UNDERSTANDING FOR COOPERATION**

**BETWEEN**

**THE KENYA NATIONAL CHAMBER OF COMMERCE AND INDUSTRY**

**(Heritan House, Ground Floor, Woodlands Road, Off Argwings  
Kodhek Road)  
(hereinafter referred to as "KNCCI")**

**AND**

**Basic Chemicals, Cosmetics & Dyes Export Promotion Council  
(CHEMEXCIL)  
(Set-up by Ministry of Commerce & Industry, Government of India)  
Jhansi Castle, 4th Floor, 7 Cooperage Road,  
Mumbai – 400 001. India.**



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1. ENIK

## **PREAMBLE:**

This Memorandum of Understanding is made and entered into by and between **THE KENYA NATIONAL CHAMBER OF COMMERCE AND INDUSTRY** hereinafter referred to as "**KNCCI**" whose registered office is P.O. Box 47024 – 00100 Nairobi Heritan House, Ground Floor, Woodlands Road, Off Argwings Kodhek Road and **BASIC CHEMICALS, COSMETICS & DYES EXPORT PROMOTION COUNCIL**, herein referred to as **CHEMEXCIL** whose registered office is Jhansi Castle, 4th Floor, 7 Cooperage, Mumbai – 400001. India

## **BACKGROUND**

### **1. About KNCCI**

**WHEREAS** the Kenya National Chamber of Commerce & Industry (**KNCCI**) of the Republic of Kenya is a Business Membership Organization incorporated as a Company Limited by Guarantee under the Companies Act, Cap 486 of the Laws of Kenya.

KNCCI plays a central and catalytic role in facilitating the growth of Kenyan businesses through trade promotion, in an enabling and conducive environment for business, geared to achieve the creation of wealth and employment. It also seeks to promote, protect and develop commercial, industrial and investment interests of members in particular and those of the entire business community in general.

KNCCI aims at influencing development policies, strategies, and support measures to achieve the best economic climate for the business community and its varied interests.

In furtherance to this, **KNCCI** has the following mission:

*"To facilitate and promote a sustainable business environment for economic growth and prosperity"*.

### **2. About CHEMEXCIL**

**WHEREAS**, Basic Chemicals, Cosmetics & Dyes Export Promotion Council popularly known as **CHEMEXCIL** is set up by the Ministry of Commerce & Industry Government of India in the year 1963 with the objective of promoting exports from India to various countries abroad, herein referred to as Chemexcil and the Kenya National Chamber of Commerce & Industry (**KNCCI**) herein after referred to as **KNCCI** have agreed to enter into a Memorandum of Understanding (MoU) on the following lines:



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This MoU outlines the terms by which Chemexcil and KNCCI will jointly enter into a long-term partnership.

**ARTICLE 1:**

**OBJECTIVE OF COOPERATION:**

The principal objective of this MoU is to set up a long-term partnership and cooperation between Chemexcil and KNCCI herein after referred to individually as "Party", and collectively as "the Parties", with a view to promote the exchange, cooperation and trade between both the parties, and facilitating the development of the chemical sector.

**ARTICLE 2:**

**AREA OF COOPERATION:**

1. Consistent with the objectives of this MoU, the parties shall explore opportunities for Co-operation in matters of mutual interest. In particular, the Parties agree to cooperate in the following, among other areas:

**ARTICLE 3:**

**BUSINESS INFORMATION**

1. On a regular basis exchange with each other their membership journals, directory of member companies, and such other publications and materials. The parties shall also, where reasonably practicable, endeavour to provide any other related information requested by the other party.
2. Both parties will exchange entire information, to the extent possible, in internationally used language, i.e. English, for smooth understanding and effective use by the other.



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CRK

**ARTICLE 4:**

**TRADE, EXHIBITIONS AND TRADE FAIRS**

1. Cooperate with each other in jointly organizing periodic visits for each other members, trade delegations, training programs, conferences and exhibitions focused to Chemicals to enhance the mutual understanding and collaboration in a substantial manner.
2. Provide assistance to the members of the other Party to take part in seminars, exhibitions and other activities conducted by it, and also facilitate such participation by providing necessary help in visa applications.
3. Extend cooperation to the members of the other party in developing Joint ventures and collaboration.
4. Mutually cooperate with each other in promoting the introduction of new products and technologies and also in establishment of chemicals and other industries of dyes, dye intermediates, inorganic & organic chemicals including agrochemicals, Cosmetics, Soaps, Toiletries & Essential Oils etc. products under the scope of both the parties.
5. Extend co-operation and support with respect to registration in the market of the products of the members of the other party. In order to ensure appropriate growth in trade in both countries, both parties would make efforts to facilitate that the fee structure and timelines taken by Respective Regulatory Authorities of both parties for granting product registrations would be reasonable and appropriate.
6. Keep the other party well-informed about the latest development of regulations, rules and policies, including any modifications or amendments to the same.



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CMLK

## **ARTICLE 5:**

### **INTELLECTUAL PROPERTY RIGHTS**

The two Parties agree that:-

1. All intellectual property content that is developed jointly by the Parties after the commencement of this MoU will be jointly owned by the Parties.
2. Any intellectual property that is owned by either of the Parties, pre-dating this MoU, and is exploited or modified under this MoU, will remain the sole property of that Party. It will therefore not be reproduced or transmitted in any other form or by any other means, electronic or mechanical, without the prior permission and written consent of the intellectual property owner.

## **ARTICLE 6:**

### **USE OF LOGO**

1. Neither Party shall use the name, logo and/or official emblem of any of the other Parties on any publication, document and/or paper without the prior written approval of the concerned Party.

## **ARTICLE 7:**

### **LIMITATIONS**

1. This MOU is not legally binding and is not intended to supersede national or international obligations by which the Parties are bound. The Parties shall notify each other in case of any conflict arising from this MOU.
2. This MoU represents the understanding between the Parties to work towards long-term co-operation. It does not create any legally binding obligations.



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CHIEF



**ARTICLE 8:**

**LEGAL STATUS OF MOU**

1. This MoU merely constitutes a statement of the mutual intentions of the Parties with respect to its contents and does not constitute any legal obligation binding on either Party.
2. The Parties enter this MoU guided by mutual respect, mindful that each party is independent of the other, and in this regard, each party shall respect the mission and mandate of the other.
3. This MoU shall not be deemed to create any joint venture, joint liability partnership, association or company of any sort between the parties, nor shall any party be deemed an agent of the other. The parties shall be independent of each other and the relationship between them shall be that of two independent contractors. Each party shall be responsible for its own actions and omissions.

**ARTICLE 9:**

**AMENDMENTS**

1. Either party may request an amendment of this agreement by giving notice to the other party.
2. No amendment of this agreement shall be valid and binding unless in writing and signed by both parties.
3. Any amendments of this agreement shall not adversely affect any rights or obligations accrued or incurred before the date of the amendment of the agreement.

**ARTICLE 10:**

**EFFECTIVE DATE**



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C/M

1. This MoU shall become effective on the date of signing by the authorized officers of the two parties.

**ARTICLE 11:**

**NOTICES**

1. Whenever under the terms of or in connection with this MoU, any notification, request or other information or consent is required to be given to any of the parties hereto, such notice or request or information shall be deemed to have been given or made when delivered in person to the authorized representative at the Head/Main Office of the party to whom the communication is addressed or when sent by registered mail, fax or E-mail (signed attachments) to such party at the following address or at such other place and by such other means as such party may in writing designate.

**FOR KNCCI:**

**CHIEF EXECUTIVE OFFICER,**

Kenya National Chamber Of  
Commerce and Industry (KNCCI)  
Heritan House,  
P.O. Box 47024 - 00200  
Nairobi, Kenya  
Email: [info@Kenyachamber.or.ke](mailto:info@Kenyachamber.or.ke)

**FOR CHEMEXCIL**

**DIRECTOR GENERAL**

Basic Chemicals Cosmetics & Dyes Export Promotion Council  
Jhansi Castle, 4th Floor, 7 Cooperage Road,  
Mumbai – 400 001. India.  
Email: [dg@chemexcil.in](mailto:dg@chemexcil.in)

**ARTICLE 12:**

**SETTLEMENT OF DISPUTES**

1. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any clause of this MOU shall be settled amicably through mutual consultation and/or negotiations between the Parties.
2. In case of any dispute arising during implementation of this MoU, the same will be resolved amicably through consultation between the concerned Parties. The Parties shall not have recourse to any dispute



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settlement mechanism (whether domestic or international) with respect to issues arising under this MoU.

**ARTICLE 13:**

**TRAINING**

1. Both Parties agree to contribute expertise and experiences to the organization of courses, symposia, and other activities held both in South Africa and Kenya to obtain a more thorough knowledge of the trade and investment opportunities between parties.
2. In the event of any joint research and collaboration that is intended to create binding obligations, the Parties shall enter into a separate agreement recording the terms of the same, including with respect to intellectual property rights in respect of such joint research.

**ARTICLE 14:**

**ENTRY INTO FORCE, DURATION, AND TERMINATION**

1. This agreement will enter into force on the date of signature and shall remain in force for a period of three years.
2. This agreement shall automatically be renewed for successive periods of three years unless either Party notifies the other in writing of its intention to terminate the agreement six months before the expiry of any such period.
3. The above areas of cooperation are only indicative. The parties may through mutual discussions extend the scope of this MoU to any other areas of mutual interest and acceptance.
4. Notwithstanding anything in this Article, either Party may terminate the agreement by notifying the other Party of its intention to terminate this agreement by notice in writing at least six months before it intends to do so.
5. The termination of this agreement shall not affect the implementation of ongoing activities/programs which have been agreed upon before the date of the termination of the agreement.



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PK



**ARTICLE 15:**

**EXECUTION**

**IN WITNESS WHEREOF** the parties hereto have caused this MOU to be executed in accordance with their respective foundational documents on the 21<sup>st</sup> March Two Thousand and Twenty-Four.

Sealed with the Common Seal of: -


For and on behalf of the:

For and on behalf of the:

**KENYA NATIONAL CHAMBER  
OF COMMERCE AND INDUSTRY  
DYES**

**CHEMEXCIL  
BASIC CHEMICALS COSMETICS &**

**EXPORT PROMOTION COUNCIL**



For

Dr. Erick Rutto

Mr. Raghuveer Kini

Chamber President

Director General



CMK