
Memorandum of Understanding (MoU) for the Furtherance of Cooperation

Between

the

Hamburg Chamber of Commerce

and

Cairo Regional Centre for International Commercial Arbitration (CRCICA)

Kigali International Arbitration Center (KIAC)

Nairobi Centre for International Arbitration (NCIA)

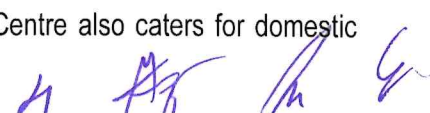
Handwritten signature/initials

This Memorandum of Understanding (“MoU”) is made thisday of.....2024,
Between:

- A. The **Hamburg Chamber of Commerce**, having its registered address at Handelskammer Hamburg (Hamburg Chamber of Commerce), Adolphsplatz 1, 20457 Hamburg, Germany.
- B. The **Cairo Regional Centre for International Commercial Arbitration (CRCICA)** having its registered address at 1 Al-Saleh Ayoub Street, Zamalek 11211, Cairo, Egypt.
- C. The **Kigali International Arbitration Center (KIAC)** having its registered address at Nyarutarama, KG 9 Avenue, No. 66, Kigali, Rwanda
- D. The **Nairobi Centre for International Arbitration (NCIA)** having its registered address is Co-operative Bank House, 8th Floor Haile Selassie Avenue P.o Box 548- 00200 Nairobi, Kenya.

Hereinafter referred to individually as “Party” and jointly as the “Parties”.

WHEREAS

- A. The **Hamburg Chamber of Commerce** was founded in 1665 and is the representative organization of Hamburg's enterprises, the political lobbyist, mediator, and advocate for the local Hamburg business community.
 - B. The **Cairo Regional Centre for International Commercial Arbitration (CRCICA)** is an independent non-profit international organization established in 1979 under the auspices of the Asian African Legal Consultative Organization, culminating in the Headquarters Agreement in 1987, approved by Egyptian Presidential Decree No. 399/1987. CRCICA provides a system of dispute settlement for parties engaged in trade, commerce, and investment. It also provides case management services and administers international, regional, and domestic arbitrations and other forms of alternative dispute resolution mechanisms such as mediation.
 - C. The **Kigali International Arbitration Centre (KIAC)** is the sole arbitration institution in Rwanda and was established in 2010 and officially launched in May 2012 as per law No. 51/2010 of 10/01/2010 of Rwanda. KIAC is mandated to provide institutional support to domestic and international dispute resolution proceedings using arbitration, mediation and other alternative dispute resolution mechanisms.
 - D. The **Nairobi Centre for International Arbitration (NCIA)** established as a Centre for promotion of international commercial arbitration and other forms of dispute resolution mechanisms through the NCIA Act No. 26 of 2013. The Centre offers a neutral venue for the conduct of international arbitration with a commitment to providing institutional support to the arbitral process. The Centre also caters for domestic arbitration and other forms of dispute resolution such as mediation.
- 

- E. The Parties are desirous of forging a mutually beneficial partnership in promoting research in common areas, development of innovative solutions to support their shared objectives, capacity building and supporting training in alternative dispute resolution mechanisms and connected purposes. Accordingly, the Parties have agreed to enter into this MoU as a basis for cooperation between all Parties.

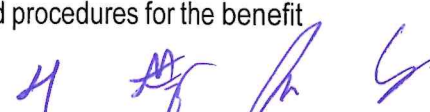
NOW THEREFORE, the Parties have agreed to enter into this MoU as a basis for cooperation between all Parties as follows:

Article 1 Purpose

- a) Through this MoU the parties express their intention to facilitate the development of international arbitration, to foster advancement in dispute resolution and international business enhancement.
- b) The Parties confirm that the aim of this MoU is to enhance the understanding of Alternative Dispute Resolution practices in their respective countries, supporting their increasing multi-national and multidimensional dispute resolution services. The Parties desire that the cooperation facilitated by this MoU will further enhance their mutual goals and visions. The Parties agree that this MoU may form part of a joint outreach initiative to promote the arbitration services offered by the Parties to the public, both domestic and foreign, in furtherance of the objectives of their respective institutional visions.
- c) The Parties further confirm their support of the promotion of arbitration and other alternative dispute resolution processes.

Article 2 Areas of Cooperation

- a) The Parties will promote and foster the communication between each other, encourage candid, open and regular discussions, as well as the exchange of views with regard to their respective arbitral institution systems, optimization of resources and other shared strategic objectives, which might include, but not be limited to:
 - i. Exchange of ideas and development of innovative solutions to support the shared objectives of the Parties, including the use of a shared online portal for filing and registering of cases, reporting of awards, availability of rules of the institutions and directions, sharing of arbitrators lists and how to achieve best practices in business and dispute resolution services, to streamline and optimize the delivery of arbitration and other dispute resolution services;
 - ii. Grow knowledge and skills among the Parties through training of various stakeholders of the Parties such as lawyers, arbitrators, judges and case managers as well as promote other means on the operation, facilities and benefits of all the Parties;
 - iii. Share research and insights into applicable regulations, stakeholders and procedures for the benefit of the Parties and their potential users;



- iv. Work together with other third Parties through separate MoU's or agreements to develop a pipeline of dispute resolution practitioners through higher education institutions and learning programs;
- v. Exchange information to help create awareness about the Parties and their services in order to build trust and visibility to a larger customer base;
- vi. Together engage third parties where necessary to work on law reforms that may support the promotion of arbitration and dispute resolution services and this cooperation;
- vii. Create joint quality standards on scrutiny of awards, arbitral procedures, arbitral awards and regular institutional statistical reporting; and
- viii. As far as possible jointly promote diversity of underrepresented professionals by gender, young professionals, and inclusion of other professionals.
- ix. The Parties shall exercise their best efforts to further develop their relationship, by ways including, but not limited to marketing strategies, meetings, exchange programs of staff, courtesy visits and/or workshops on an ad hoc basis as mutually agreed by the Parties.

Article 3 Implementation

- a) Any specific program, joint activity and sharing of confidential information will be subject to the conclusion of a separate formal agreement, including the necessary budget for the program or activity as the need may arise.
- b) Each Party understands that the cooperative activities envisaged by this MoU will be subject to the negotiation and conclusion of separate formal agreements and the availability of funds. This MoU places no financial obligation on either of the Parties.
- c) Each Party will designate one senior officer who will facilitate and oversee the implementation of this MoU. The expansion of cooperative areas and activities is to be further discussed based on the needs and interest of the Parties.
- d) Once signed, this MoU shall be considered a public document, and each Party is allowed to publish its contents through its usual external communication channels. Upon the prior written consent from the other Parties, a Party may publish the achievements of this cooperation on its website and in any other forums open for such publicity.

Article 4 Confidentiality

- a) No Party may disclose to third parties any information, material or other matter received from any other Party identified as confidential or restricted, or which can be reasonably understood as such ("Confidential Information").
- b) Confidential Information provided by any Party, e.g., in the form of records, documentation,

data storage media and objects, is to be handled with care and shall be safeguarded until its return; it may only be utilized in accordance with the provisions of this MoU and, in particular, may not be the subject matter of applications for industrial property rights. Confidential Information shall be returned after the termination of this MoU or withdrawal of a Party, as the case may be, at the request of the Party which made the Confidential Information available.

- c) In case of withdrawal or termination of this MoU, confidential information received from any Party is to continue to be treated as confidential information.

Article 5 Duration, Amendment and Termination of this MoU

- a) The Parties agree that this MoU will be valid for an initial term of two years from the commencement date (the date of last signature). It will be subject to renewal for a further term as agreed by the parties in writing.
- b) The Parties agree that any Party wishing to exit this MoU may give three months' notice in writing to all the other Parties.
- c) The Parties will review the terms of this MoU on a regular basis to assess its success and will determine whether to continue, modify or terminate the MoU.
- d) Where the Parties decide to terminate this MoU, the termination will not automatically terminate separate formal agreements concluded between the Parties according to Article 3(b).
- e) The termination of this MoU shall not affect the completion of any joint activities or programs underway at the time that the notice of termination is given.
- f) This MoU may only be amended in writing either by the exchange of letters between the Parties or by signing an amending agreement. Such amendments, once approved by all the Parties, will form part of the MoU.

Article 6 Settlement of disputes

- a) If there is any dispute, the Parties agree to negotiate in good faith and shall endeavor to resolve the dispute within 30 days.
- b) The Parties shall negotiate in good faith any of the terms of this MOU to give effect to the objectives set out in Articles 1 and 2.



This MoU has been drafted and executed separately in four (4) copies in English and is signed in **Nairobi, Kenya on this..... Day of2024**

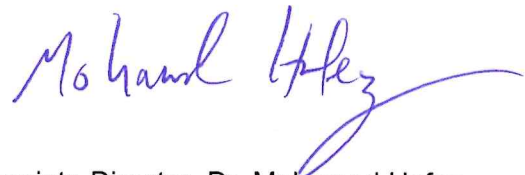
IN WITNESS WHEREOF, the duly authorized representatives of the concerned Parties have executed this MoU, on the aforementioned date

For Hamburg Chamber of Commerce



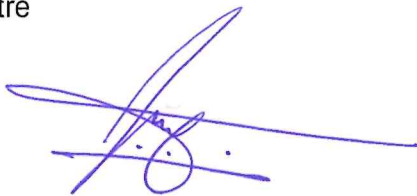
Legal Director, Christian Graf

For Cairo Regional Centre for International
Commercial Arbitration



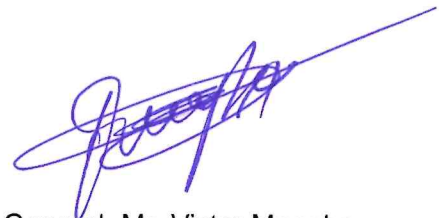
Associate Director, Dr. Mohamed Hafez

For Nairobi Centre for International Arbitration
Centre



Registrar/ CEO, Mr. Lawrence Ngugi

For Kigali International Arbitration Center



Secretary General, Mr. Victor Mugabe

