

MORANDUM OF UNDERSTANDING

Between both of

THE UNITED NATIONS IN THE STATE OF KUWAIT

and

KUWAIT CHAMBER OF COMMERCE & INDUSTRY

WHEREAS the United Nations Resident Coordinator Office in the State of Kuwait (hereinafter referred to as «UN-Kuwait»), having its office in Mishref, diplomatic square, UN house - Kuwait, is responsible for coordinating the United Nations Country Team efforts in State of Kuwait towards realizing 2030 Agenda and Sustainable Development Goals in alignment and full support to Kuwait National Development Plan and is mandated to formulate and promote development cooperation activities and projects commensurate with the needs and priorities of various stakeholders in Kuwait and acts as Coordinating Office for relevant United Nations Agencies, Programs operational projects and Funds in Kuwait to ensure its full alignment with Kuwait-United Nations Cooperation Framework for Sustainable Development 2020 - 2025.

WHEREAS the Kuwait Chamber of Commerce & Industry hereinafter referred to as «KCCI», a non-profit organization whose purpose is to organize, represent and defend commercial and industrial interests and seeks to promote them and serve the Kuwaiti society within the framework of its objectives. KCCI's headquarters is located in the commercial district # 9, Al-Shuhadaa St., Kuwait City.

WHEREAS UN-Kuwait and KCCI (hereinafter referred to as the "Parties"). have a common aim in implementing the provisions of this Agreement impartially without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, disability, or any other type of discrimination;

THEREFORE, on the basis of mutual trust and in the spirit of full cooperation, UN-Kuwait on behalf of United Nations country team in Kuwait and KCCI respectively represented by the Representative of the UN Secretary-General and UN Resident Coordinator and the Chairman of KCCI, have entered into the present Memorandum of Understanding (hereinafter referred to as the "MoU").

Article I

Objective and Scope

This MoU sets forth the general framework of cooperation between the Parties (hereinafter referred to as the «Partnership»).

Article II

Areas of Cooperation

In pursuing the objective of the memorandum of understanding, the parties agreed to cooperate, through their respective organs, within areas of common concern, in particular:

- (a) Promoting sustainable development among the private sector in Kuwait.
- (b) Strengthening partnerships and cooperation to support youth-led innovation in Kuwait.
- (c) Supporting the activities of “One UN Fund” for community led initiatives in support of National Development Plan of State of Kuwait through encouraging private sector CSR in undertaking activities to operate in an economically, socially and environmentally sustainable manner.
- (d) Information exchange and organization of joint events in modalities deemed suitable for both Parties (webinars, workshops, training and forums) to advance private sector effective engagement in sustainable development in Kuwait, including, but not limited to, in areas of environment, social and governance (ESG) to ensure sustainable business practices as per the UN Secretary General’s call for financing the 2030 agenda.
- (e) Mutual capacity building and opportunities to share experiences for the chamber members and UN personals.
- (f) Development of joint policies to advance sustainable development among businesses and industries.
- (g) Supporting partnerships for developing and strengthening ‘skills for the 21st century’ among Kuwaiti’s children and youth, from the earliest age to assure relevance and competitiveness in the emerging job market.

Article III

Modalities of Cooperation

This Memorandum of Understanding shall provide a general framework for inter-institutional dialogue and cooperation between UN-Kuwait and KCCI, and will include the following modalities as means of implementing this cooperation:

- (a) The Parties shall invite each other to participation in meetings of their executive management bodies.
- (b) The Parties shall carry periodic consultations and prepare written Work Plans specifying the activities and tasks that will be undertaken, as well as the appropriate bodies for their implementation.
- (c) The Parties shall engage in joint efforts to support the spirit of innovation among youth and Kuwaiti society by all possible means to be agreed upon later with the consent of both Parties.
- (d) The Parties shall keep each other informed of activities pertaining to the Partnership within the framework of this agreement and shall consult regularly.
- (e) Each Party shall endeavor, as far as is appropriate within its own framework, to respond favorably to requests for cooperation in accordance with this MoU.
- (f) The Parties agree to sign an executive agreement specifying all the details and obligations - and sources of funding, if needed - with respect to each program or project that the two Parties agree to implement within the framework of their partnership.
- (g) The Parties shall refrain from the usage of the emblem\logo, name or any abbreviation of the other party except for the purposes of this agreement or for the joint works that are agreed upon, with a prior written consent of their legal representative. The Parties also shall refrain from any action that may negatively affect the reputation and interests of either of them.
- (h) The Parties and its employees, contractors, or agents shall not be considered, for any purpose whatsoever, as having a legal status connected with or dependent upon the other Party.

Article IV

Title rights

The ownership of intellectual property and other proprietary rights and patents with regards to all materials produced, prepared or collected in consequence of or in the course of the execution of this MoU shall be agreed upon on a case-by-case basis, in writing. In principle, such rights shall belong to the Party generating the material, and the other Party shall be granted a worldwide, non-exclusive, perpetual and royalty-free license to use the intellectual property for non-commercial purposes.

Article V

Reporting requirements

The focal points of both Parties shall consult with one another, prepare and submit to the executive heads of both Parties joint progress reports on the progress of the agreed activities.

Article VI

Entry into Force, Amendment and Termination

1. The terms of this MoU shall commence upon signature of the present MoU by both parties and shall remain in effect until **(31 December 2022)**
2. This MoU may be modified or amended only by written agreement between the Parties with clear justification for the need for amendment.
3. Either Party shall have the right to terminate this MoU within thirty (30) days of a written notice to the other Party to this effect. Upon receipt of a notice of termination, the Parties shall take immediate steps to terminate their activities under this MoU. This shall also apply in cases of force majeure (acts of nature, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force).

Article VII

Settlement of Disputes

1. **Amicable Settlement:** The Parties shall use their best efforts to amicably settle any dispute, controversy or complaint, which may arise due to the breach of this Agreement. When the Parties desire to reach an amicable settlement through the agreement, it shall be done: in accordance with the conciliation rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to other procedure as may be agreed between the Parties in writing basis.
2. **Arbitration:** In case of the emergence of any dispute, controversy or complaint between the Parties as a result of a breach of this agreement, and as long as it is not settled amicably in accordance with the above mentioned paragraph regarding "Amicable Settlement," within sixty (60) days after receipt by one party of the other Party's written request for such amicable settlement, shall be refer by either party to arbitration in accordance with the UNCITRAL arbitration Rules.

The decisions of the arbitral tribunal shall be based on general principles of International Commercial Law.

The arbitral tribunal must not have the authority to issue punitive compensations. In addition, unless otherwise clearly stated in the agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only.

The Parties shall be bound by any arbitration award rendered as a result of such arbitration as it shall be considered as the final adjudication of any such dispute, controversy or complaint.

Article VIII

Privileges and immunities

Nothing in or related to the present MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UN-Kuwait, outlined in the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

Article IX

Notices

Any notice required to be given by either party under this Agreement shall be given in writing in Arabic and/or English language(s), shall be deemed given when actually received by the other party, and shall be conveyed via first class mail, postage prepaid, or via private courier, facsimile or electronic mail as follows:

To UN-Kuwait

Naser Al-Shatti
Head of the Resident Coordinator Office
West Mishref diplomatic square, UN house
Telephone: +965 99992472
Facsimile: +965 25308000
naser.alshatti@un.org

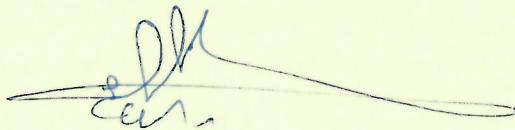
For UN-Kuwait

Rabah Al-Rabah
Director General
Kuwait City, Area 9, Al-Shuhada Street
Telephone: +965 22464019
Facsimile: +965 22433864
kcci@kcci.org.kw

IN WITNESS WHEREOF the undersigned duly authorized representatives of the UN-Kuwait and KCCI have signed this Agreement in two original copies, each in Arabic and/or English at the place and on the day below written.

In case of any dispute on the interpretation of the Agreement's provisions, the Arabic and the English versions shall prevail equally.

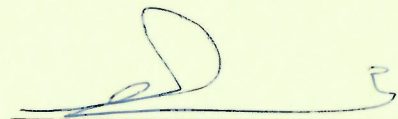
For UN Kuwait



:Signature

Dr. Tarek El-Sheikh
United Nations Secretary
General Representative,
Resident Coordinator in Kuwait

For KCCI



:Signature

Mohammad Jassem Al-Sager
Chairman
KUWAIT CHAMBER OF COMMERCE AND INDUSTRY

Date: 12 / 7 / 2021

Date: 12 / 7 / 2021