

COOPERATION AGREEMENT

BETWEEN

THE PERMANENT COURT OF ARBITRATION



AND

THE NAIROBI CENTRE FOR INTERNATIONAL ARBITRATION



THIS AGREEMENT is made between:

(1) **THE PERMANENT COURT OF ARBITRATION (“PCA”)**, headquartered at the Peace Palace, Carnegieplein 2, 2517 KJ The Hague, The Netherlands;

And

(2) **THE NAIROBI CENTRE FOR INTERNATIONAL ARBITRATION (“NCIA”)** at Co-operative Bank House, 8th Floor Haile Selassie Avenue, P.O. Box 548-00200, Nairobi, Kenya;

together also referred as the “Parties”.

WHEREAS:

(A) The Parties recognize the benefits of international arbitration as a means for the peaceful resolution of international disputes;

(B) The Parties desire to raise awareness about and further promote the more effective resolution of international disputes through arbitration and other means of dispute settlement;

(C) The Parties are mindful that the PCA was established by the 1899 Convention for the Pacific Settlement of International Disputes at the first Hague Peace Conference, which was convened “with the object of seeking the most objective means of ensuring to all peoples the benefits of a real and lasting peace”;

(D) The Parties are mindful that the PCA’s International Bureau has considerable experience and expertise in providing registry services and administrative support for international arbitral proceedings involving States, State-controlled entities, intergovernmental organizations and private parties;

(E) The Parties are mindful that the NCIA was established by the Nairobi Centre for International Arbitration Act No. 26 of 2013 (Laws of Kenya) as a Centre for promotion of international commercial arbitration and other alternative forms of dispute resolution. The NCIA offers a neutral venue for the conduct of international arbitration with commitment to providing institutional support to the arbitral process and other dispute resolution mechanisms.

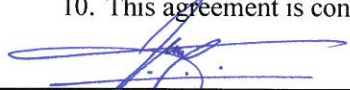
(F) The Parties recognize the benefits of promoting cooperation among international arbitration institutions;

(G) The Parties desire to strengthen their existing close ties to promote the more effective resolution of international disputes through arbitration and other means of dispute settlement; and

(H) The Parties consider that dispute resolution proceedings administered by or under the auspices of the PCA may be held in Nairobi, and those administered by or under the auspices of the NCIA may be held in The Hague, and that, for these purposes, the Parties from time to time may require facilities and services at the seat of the other Party, and each Party would be assisted by an agreed procedure for requesting assistance of the other Party in the organization of hearings in The Hague or Nairobi.

NOW THEREFORE, the PCA and the NCIA agree as follows:

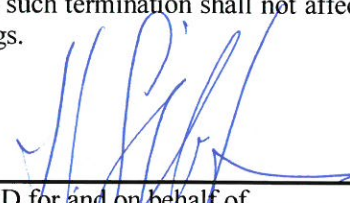
1. The Parties, recognizing the importance of promoting arbitration and other means of dispute resolution, agree to cooperate, wherever possible and within their respective mandates, in order to facilitate the discharge of their respective functions.
2. The Parties shall invite parties to proceedings they administer to seek the support of the PCA and the NCIA, as appropriate, where such support can complement the services provided by the other Party, including the provision of venues for hearings.
3. Whenever a Party (the "Requesting Institution") requires facilities and services of the other Party ("Host"), the Secretary-General of the PCA or the Chief Executive Officer of the NCIA, as appropriate, shall submit a written request to the Host, indicating the facilities and services that will be required and the dates upon which such facilities and services will be required.
4. After receipt of such written request, the Host shall promptly inform the Requesting Institution in writing whether and to what extent the requested facilities and services can be made available to the Requesting Institution on the dates indicated in the request.
5. If so requested by the Requesting Institution, the Host shall, to the extent possible, assist the Requesting Institution in securing the services of, *inter alia*, court reporters, interpreters, translators, and caterers.
6. The Parties will endeavor to cooperate in the organization of conferences, lectures, and seminars on arbitration and other means of dispute resolution, and they will, subject to confidentiality and similar considerations, exchange information and expertise on matters and activities of mutual interest.
7. The Parties shall separately agree on the handling of fees and costs incurred in connection with the abovementioned activities, as appropriate.
8. This agreement shall enter into force on the last date of signature set forth below.
9. This agreement may be terminated:
 - a) by mutual consent of the Parties; or
 - b) by either Party giving notice to the other Party at least one year in advance of the effective date of termination, provided that such termination shall not affect the conduct of previously scheduled proceedings.
10. This agreement is concluded in English.



SIGNED for and on behalf of
the Nairobi Centre for International Arbitration
Lawrence Muiruri Ngugi
Registrar/Chief Executive Officer

Date

22nd August 2017



SIGNED for and on behalf of
the Permanent Court of Arbitration
Hugo H. Siblesz
Secretary-General

Date

11-9-'17