

MEMORANDUM OF UNDERSTANDING

BETWEEN

NAIROBI CENTRE FOR INTERNATIONAL ARBITRATION



**- Nairobi Centre
for International
Arbitration**

AND

NATIONAL CONSTRUCTION AUTHORITY (NCA)



**NATIONAL
CONSTRUCTION
AUTHORITY**

This Memorandum of Understanding (MOU) is made **BETWEEN**

The **Nairobi Centre for International Arbitration (NCIA)** having its principal place of business at the Cooperative Bank House. 8th Floor, Haile Selassie Avenue and which expression shall, where the context so permits, include its successors in title and permitted assignees and of P.O Box 548 - 00200 Nairobi. Kenya, Tel: +254 (020) 2228199 and +254771293055 email: info@ncia.or.ke acting by and through its authorized representative, the Registrar/CEO.

AND

The **National Construction Authority (NCA)** having its principal place of business at the KCB Towers Kenya. 9th Floor, Kenya Road. Upper Hill Area and which expression shall, where the context so permits, include its successors in title and permitted assignees and of P.O Box 21046-00100 Nairobi, Kenya, Tel: +254709126102/172/173 email: info@nca.go.ke acting by and through its authorized representative, the Executive Director. Each individually referred to as a Party and collectively as the Parties.

WHEREAS

- A. **Nairobi Centre for International Arbitration** (hereinafter referred to as "**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 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.
- B. **National Construction Authority** (hereinafter referred to as "**NCA**") being a state corporation established pursuant to the provisions of Section 3 (1) of the National Construction Authority Act No. 41 of 2011 with the mandate of overseeing the construction industry and coordinating its development including its various regulatory, capacity building and advisory function.

It is in this regard that the two entities are desirous of forging a mutually beneficial partnership in promoting research in common areas, capacity building and supporting trainings in alternative dispute resolution mechanisms. and connected purposes.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1: SCOPE AND PURPOSE

The purpose of this MOU is to facilitate and enhance collaborative activities between NCIA and NCA. The collaboration shall include, subject to mutual consent, research, capacity building and training of staff in both organisations, capacity building and training of contractors, construction site supervisors and skilled construction workers, dispute resolution at both organisations and information dissemination as deemed desirable and feasible. Both parties shall contribute to fostering and development of the cooperative relationships between them.

ARTICLE 2: AREAS OF COLLABORATION

- i. Conducting joint research on the nature, value and impact of disputes in the Construction Industry and how such disputes are resolved to inform work on resolution frameworks.
- ii. Organize training and sensitization of contractors and other stakeholders in the construction industry on alternative dispute resolution methods available for the sector.
- iii. Capacity enhancement and training of the Board of Directors and staff of **NCA**.
- iv. Organize and jointly host information platforms for stakeholders on areas of mutual interest.
- v. Joint engagement on the proposed Construction Adjudication Bill for awareness creation, public participation and support for legislation.

ARTICLE 3: OBLIGATIONS OF THE PARTIES

Collaborative activities or projects between the Parties will be subject to further mutual agreement detailing each Party's obligations and responsibilities and the conditions relating to each activity or project and compliance with applicable laws as well as the rules and regulations applicable to each Party.

ARTICLE 4: JOINT IMPLEMENTATION COMMITTEE

- a) Each party shall nominate three members to the Joint Implementation Committee, which shall be responsible for implementation and coordination of the MOU. The Committee shall report to the signatories of this MoU.
- b) The committee shall meet twice in a financial year to review the progress of implementation of the MOU.
- c) The meetings shall be co-chaired by nominees of each Party.

Contact person for **NCIA**

Name: Ms. Millicent Shitakha
Manager, Business Development
P.O Box 548 - 00200, Nairobi
Email: millicent.shitakha@ncia.or.ke

Contact person for **NCA**

Name: **Mr. Samson Lukoba**
Designation: Corporation Secretary and Head of Legal
P. O. Box: 21046-00100, Nairobi
Email:

ARTICLE 5: CONFIDENTIALITY

Confidential Information: means information provided by one Party ("the Provider") to the other Party ("Recipient") in writing as designated as "Confidential Information" by the Provider. Confidential Information may include, but not limited to, information, tangible or intangible discoveries, ideas, concepts, software, designs, drawings, specifications and models.

All procedures, documents or instructions between the Parties shall remain confidential under this MOU except:

- a) Information which is in the public domain.
- b) Information which becomes part of the public domain.
- c) Information which either Party has in its possession and was not acquired from the other.

This Clause shall survive the termination of the **MOU**.

ARTICLE 6: INTELLECTUAL PROPERTY

For the duration of this MOU and after its termination, each Party undertakes that neither of it shall cause nor permit anything to be done which may endanger the intellectual property of the other Party or allows others to do so.

Intellectual property developed during the course of this MOU shall be owned by both Parties jointly in accordance with the institutional policy on intellectual property of each Party. However intellectual property rights arising from projects and works that are not related to the Parties' collaborative work shall be considered the sole intellectual property of the respective Party.

ARTICLE 7: NOTICES/COMMUNICATION

Any notice, request or consent required or permission to be given or made pursuant to this Memorandum of Understanding shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered either in person to the authorised representative at the Head Office of the Party to whom communication is addressed or when sent by registered mail or by fax or by email to such party at the following addresses:

(a) TO NAIROBI CENTRE FOR INTERNATIONAL ARBITRATION

The Registrar/CEO
Nairobi Centre for International Arbitration
P. O. Box 548-00200
NAIROBI
Tel: +254 (020) 2228199, +254771293055
Email: info@ncia.or.ke

(b) TO NATIONAL CONSTRUCTION AUTHORITY:

The Executive Director
National Construction Authority
KCB Towers, Upperhill, 11th Floor
P.O Box 21046-00100
NAIROBI
Tel: +254709126102/172/173
Email: info@nca.go.ke

ARTICLE 8: SETTLEMENT OF DIFFERENCES

- a. Where the parties fail to settle the matter by way of an amicable settlement, the dispute shall be referred to mediation by the Chief of Staff and Head of Public Service supported by the Office of the Attorney General.

ARTICLE 9: AMENDMENT

The Parties may amend or modify this MoU by written agreement, dated and signed by their duly authorized representatives, provided that:-

- i. Such amendments are consistent with any changes in legislation;
- ii. The Parties shall jointly consider whether any adjustments of this MoU are necessary annually, and while considering the necessity for modification, shall consider the realization of the defined objectives, the practicability of the provisions of this MoU and the desirability of adding working agreements and policy rules that have proved useful in practice, to this MoU.
- iii. Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

ARTICLE 10: TERM/DURATION OF THE MOU

This MOU shall become effective immediately upon the last signature by the authorized signatories of the Parties and shall continue to be effective for a period of Five (5) years and may be extended for such further periods as may be agreed to by the Parties in writing.

ARTICLE 11: TERMINATION

This MOU will terminate, with the exception of confidentiality which shall survive such termination, upon:

1. Mutual agreement by the Parties;
2. Either party giving the other ninety (90) days' written notice, in which event the MOU shall terminate at the expiry of the notice, such notice considering the need to facilitate conclusion of existing programs or projects.

Termination of this MOU shall not affect any on-going activities under this MOU.

ARTICLE 12: FUNDING

Except as may be stipulated in any specific program of this MoU, each Party shall be responsible for its own expenses and those incurred by its staff under this MoU. The expenses related to any activity shall be discussed on a case-by-case basis.

ARTICLE 13: DATA PROTECTION

The Parties shall at all times recognize the right to the protection of personal data and shall not use personal data for any other purpose except for the purpose it is collected. The Parties may only share personal data in lawful circumstances and shall protect personal data against unauthorized access in accordance with the Data Protection Act 2019.

ARTICLE 14: USE OF NAME AND LOGO

Neither Party may use the name or logo or any variation of the name or logo of the other Party, or of any member of the other Party, or its employees, in any publicity, advertising or news release without the prior written approval of an Authorised Representative of that Party.

ARTICLE 15: LEGAL STATUS

This MoU merely constitutes a statement of the mutual intentions of the Parties with respect to its contents and does not constitute any legally binding obligations on either Party.

ARTICLE 16: GOVERNING LAW

This MoU is governed by the Laws of Kenya.

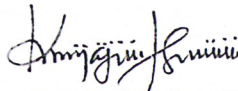
ARTICLE 17: COMMUNICATION OF MOU

The Parties shall make effort to communicate and disseminate information on availability of these reciprocal services in the NCIA and NCA websites, their respective newsletters and other media.

IN WITNESS WHEREOF the Parties to this MoU through their duly authorized representatives have executed this MoU on the dates set out below.

Signed for and on behalf of:

Nairobi Centre for International Arbitration (NCIA)

 25th July 2025
Dr. Henry Murigi, PhD
Registrar/CEO

Witnessed by

Name: Millicent Sinitakha

Signature  25/7/2025

Signed for and on behalf of:

National Construction Authority

 25/07/2025.
Executive Director
Eng. Maurice Akech, MBS

Witnessed by

Name:

Signature 25/07/25

