



UNITED NATIONS INDUSTRIAL
DEVELOPMENT ORGANIZATION
Investment & Technology Promotion Office



KENYAN-POLISH
FORUM

CO-OPERATION AGREEMENT

Agreement between

UNIDO - Investment & Technology Promotion Office, Warsaw, Aleja Niepodległości 186,
represented by Mr. Krzysztof LOTH, Director of the Office

and

the Kenyan-Polish Forum, Warsaw, Górczewska Street No. 124, Wola Court, Room 305,
represented by Mr. Sławomir MUTURI, Vice-President of Kenyan-Polish Forum and Mr. Robert
ZDUŃCZYK, Vice-President of Kenyan Polish Forum

signed this 15th day of April, 2005.

WHEREAS UNIDO - Investment & Technology Promotion Office (hereinafter referred to as **the ITPO**) and the Kenyan-Polish Forum (hereinafter referred to as **the KPF**) have agreed to co-operate in the implementation of a project, the aim of which is promotion of bilateral ties between Kenya and Poland in trade, investments, education, etc. (hereinafter referred to as "**the Project**").

NOW THEREFORE, **the ITPO** and **the KPF** hereby agree as follows:

ARTICLE I

The general objectives of **the Project** are defined as:

- joint undertaking of ventures stimulating economic development of Poland and Kenya
- joint undertaking of ventures stimulating economic relations between Poland and Kenya
- promotion of Polish economy - Polish outward investments & technologies in particular - and foreign trade on East African markets
- informing partners of each Party to this Agreement about the existence and the scope of activity of the other Party
- joint undertaking of ventures promoting **the ITPO** and **the KPF**

ARTICLE II

The above mentioned General Objectives shall be jointly realised within the framework of this Agreement through the following General Tasks:

- reciprocal promotion of **the Project** and the activities of **KPF** and **the ITPO** with respective partners of each Party to this Agreement
- participation in seminars and other events organised by the other Party
- distribution of information on investment opportunities to companies co-operating with **the ITPO** and **the KPF**
- **the KPF** shall pass on to **the ITPO** information on tenders announced by Kenyan entities and shall assist the potentially interested Polish companies in applying for them tenders
- **the ITPO** shall inform the relevant companies and co-operating institutions and institutes in Poland on tenders organised in Kenya
- mutual placement of logos and Web page links on own www pages
- joint organisation of conferences and investment foras falling under the scope of **the Project**
- **the ITPO's** participation in the "Polish Days" in Nairobi and in the "Kenyan Days" in Warsaw organised by **the KPF**
- if possible and financially feasible, co-financing of events organised by the other Party that fall under the scope of **the Project** (e.g. making use of UNIDO's so-called "Integrated Programmes" for Kenya)
- mutual use of own data bases of companies seeking international co-operation
- exchange of information on events organised by third parties, which could be meaningful for achievement of statute objectives of the other Party

ARTICLE III

Should the aforesaid General tasks to be undertaken by both parties need in-depth clarification or in case of further joint initiatives that might be undertaken by **the ITPO** and **the KPF**, those shall be subsequently specified in the future, in Annexes to this Agreement which shall constitute a supplementary document to this Agreement.

ARTICLE IV

The ITPO and **the KPF** undertake not to make any commitments for services not specified in this Agreement and in further Annexes to be possibly signed in the future according to **Article III**, without approval, in writing, of the counterpart to this Agreement .

ARTICLE V

Both parties shall not communicate to any person, Government or other entity external to **the ITPO** or to **the KPF** any unpublished or confidential information made known to them in the course of performing activities under the terms of this Agreement, except as required by assignment or upon authorisation of the other party.

ARTICLE VI

Any dispute arising out of or relating to this agreement, shall be settled by arbitration in accordance with "UNCITRAL Arbitration Rules", UN New York, 1977.

ARTICLE VII

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the undersigned, have signed the present Agreement in two copies "in English" at Warsaw this 15h day of April, 2005.

On behalf of **the Kenyan-Polish Forum**



Mr. Sławomir Muturi, Vice-President

15.04.2005

(Date)

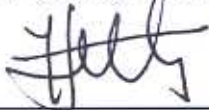


Mr. Robert Zduńczyk, Vice-President

15/04/2005

(Date)

On behalf of **UNIDO - Investment & Technology Promotion Office**



Mr. Krzysztof Loth, Director

15/04/2005

(Date)