خ رفة تبارة وطاعة الكويت KUWAIT CHAMBER OF COMMERCE & INDUSTRY

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE U.S CHAMBER OF COMMERCE

AND

THE KUWAIT CHAMBER OF COMMERCE AND INDUSTRY

The U.S. Chamber of Commerce (hereinafter referred to as "USCC"), the world's largest business federation representing the interests of more than 3 million American businesses

and

The Kuwait Chamber of Commerce and Industry representing all businesses, and the business community in Kuwait.

RECOGNIZING the strategic nature of the partnership between Kuwait and the United States in all economic and commercial areas and driven by the great objective of promoting trade, technical and economic cooperation between the United States of America and the State of Kuwait, for the mutual benefits of the business sectors in both countries, the U.S. Chamber of Commerce and the Kuwait Chamber of Commerce and Industry, being the representatives of the business communities, hereafter called the "Parties", agree on the following:

Article (1)

The parties will cooperate with each other in the endeavor to establish and develop direct and effective business relations between their respective members.

Article (2)

The parties will exchange information of the possibilities of promoting mutual trade and investment. To this end, each will supply the other with its own publications (subject to availability), and other relevant business literature and printed matter.

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Article (3)

The parties will cooperate to organize Economic Forums to be held in conjunction with the U.S. – Kuwait Strategic Dialogue, in Washington, DC and Kuwait City, and other similar opportunities, whenever the parties agree on.

Article (4)

Wherever possible and appropriate, each of the parties will assist the other party in the organization of/or participation in national exhibitions, international fairs, specialized exhibitions, economic and technical fairs, information offices, symposia, conferences or similar events taking place in its country as well as technical cooperation in the area of training and human resources development, aiming to strengthen the economic cooperation.

Article (5)

The parties will assist each other in arranging reciprocal trade missions, will help each other in establishing beneficial business contacts, and in other activities aimed at promoting mutual trade.

Article (6)

The parties will do all within their powers to eliminate such obstacles which may affect the continuous two-way flow of trade and the steady increase of reciprocal trade and industrial cooperation by identifying the barriers and finding out ways of eradication them.

Article (7)

For the purpose of implementing this MOU, the parties will jointly review it periodically at written request of either. This MOU may be amended at any time subject to agreement by both parties.

Article (8)

Neither Party shall have any financial obligation toward the other Party, and it is understood that each Party shall bear its own costs and expenses with respect to the implementation of the cooperation under this MOU and the matters detailed herein.

Article (9)

This MOU only constitutes an expression of interest and intent to cooperate with each other and is not intended to create any contractual or legally binding right or obligation for either Party and shall not be construed as creating any relationship of partnership, joint venture or agency between the Parties. This MOU does not constitute an exclusive relationship between the Parties. Nothing contained or implied in this MOU shall grant any Party authority to bind or commit the other in any way. It is agreed that no Party has made any commitment nor entered into any agreement in respect of the matters contemplated by this MOU.

Any activities engaged in pursuant to this Agreement shall relate solely to the commercial, industrial, and/or financial operations of the Parties and, where appropriate, their respective members and their industries. Under no circumstances will any such activities be directed on behalf of the Chamber by any foreign government or political party, or otherwise aimed at promoting the public or political interests of any foreign government or political entity.

Furthermore, nothing in this MOU is intended to obligate the Chamber to engage in any activities that would require it to register under the Foreign Agents Registration Act.

Article (10)

Confidential information shall remain the exclusive property of the disclosing Party. The receiving Party agrees that confidential information disclosed shall remain the exclusive ownership and/or proprietary rights of the disclosing Party.

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This MOU come into force on the date of its signature and will be valid for an indefinite period unless either of the parties gives to the other party three months written notice of termination.

In witness, therefore the undersigned being duly authorized by their respective institutions have signed this MOU in Kuwait, on Monday 14th January 2019 of two original approved texts in the English language.

Khush Choksy

Abdul Wahab M. Al-Wazzan

Senior Vice President, Middle East Affairs U.S. Chamber of Commerce

Vice Chairman Kuwait Chamber of Commerce And Industry