



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UGANDA INVESTMENT AUTHORITY**

**AND**

**SOMALIA INVESTMENT PROMOTION OFFICE**

**AUGUST 2022**

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*Mr*

This Memorandum of Understanding (MoU) is concluded;

**BETWEEN**

**THE UGANDA INVESTMENT AUTHORITY** (hereinafter referred to as "UIA")  
of P.O. Box 7418, Kampala, Uganda.

**AND**

**SOMALIA INVESTMENT PROMOTION OFFICE** (hereinafter referred to as  
"SOMINVEST") **Somalia.**

**WHEREAS:**

UIA is a statutory agency established by the Investment Code Act as amended in 2019 and is mandated to promote, attract, advocate, facilitate, monitor and evaluate the development of all forms of investment in Uganda;

SOMINVEST is the official government organization for promoting, facilitating, supporting foreign direct investments into and within the Federal Republic of Somalia.

The Somalia Investment Promotion Office (SOMINVEST), and the Uganda Investment Authority (UIA) herein referred to individually as the 'party' and collectively as 'parties'.

This MoU sets out the nature and scope of cooperation between SOMINVEST and UIA to promote and develop cooperation in mutually identified priority areas, without creating binding or legal obligations on either party.

**NOW THEREFORE**, the Parties have reached the following understandings:

**PARAGRAPH 1.0**  
**OBJECTIVE AND SCOPE**

- 1.1 This MoU is intended to strengthen co-operation between UIA and SOMINVEST including, but not limited to, the areas detailed below with the purpose of enhancing and strengthening investment cooperation between their respective countries. The co-operation between the Republic of Uganda and the Government of the Federal Republic of Somalia and the Government.

## **PARAGRAPH 2.0**

### **AREAS OF CO-OPERATION**

In accordance with their respective policies, laws, regulations and practices, the Parties intend to collaborate in the areas that include, but are not limited to:

#### **2.1 RECIPROCAL INVESTMENT & TRADE PROMOTION**

- 2.1.1. Strengthening trade between Uganda and Somalia, specifically in the agriculture, pharmaceutical, ICT and manufacturing sectors by facilitating engagement of concerned Ugandan and Somali companies with governments and business counterparts in the respective countries.
- 2.1.2. Promote cooperation between Ugandan and Somali enterprises, by helping them search productive partners. However, SOMINVEST shall not be responsible if its efforts do not meet UIA's inquiries.
- 2.1.3. Foster exchange of information among enterprises on technologies and know-how, and industrial consultancy.
- 2.1.4. Encourage and support joint projects by actions and tools that will be identified in consideration with the specific features and objectives of initiatives.
- 2.1.5. Encourage and support each party's investment promotion efforts at regional, continental and global platforms.

#### **2.2 EDUCATION AND SKILLS DEVELOPMENT**

- 2.2.1. Work together to promote collaborations on education and skills development on mutually agreed priority sectors by facilitating partnerships and capacity building workshops between Somalia universities and Technical and Vocational Education and Training providers with their Ugandan counterparts.

#### **2.3 INSTITUTIONAL CAPACITY BUILDING**

- 2.3.1. Since Somalia Investment Promotion Office (SOMINVEST) is relatively new in the areas of investment promotion, ICT, manufacturing experience and other essential skills needed to promote robust Foreign

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Direct Investments into and within Somalia, the UIA intends to provide capacity building support in the form of trainings, workshops and study tour programs in order to learn and benefit from Ugandan experience.

- 2.3.2. Strengthen collaboration to support Somalia in effective and efficient practices currently being executed in Uganda along with policy framework by working with the concerned department, showcasing Uganda's best practices and knowledge sharing.

### **PARAGRAPH 3.0 RESPONSIBILITIES OF THE PARTIES / AREAS OF COLLABORATION**

**The parties jointly agree as follows:**

- 3.1 To engage in trainings and informative discussions regarding policies, investment opportunities, subsidies, local content standards, taxes, environmental standards, policy implementation, policy reviews among others.
- 3.2 To ensure effective high-level cooperation through regular exchanges.
- 3.3 To Carry out Quarterly/six monthly review meeting to track progress.
- 3.4 To Identify a contact point in each Organization.
- 3.5 To share relevant information in a timely and responsive manner.
- 3.6 To create Focus Groups to take the activities mentioned in this document to the next level.

### **PARAGRAPH 4.0 TERMS OF THE MOU**

- 4.1 **COMMENCEMENT AND DURATION:** This MoU will commence on the date of signature and shall remain valid for a period of 5 (five) years and shall be automatically renewed for successive 5-year periods, unless terminated as stipulated hereinafter.
- 4.2 **INDEMNITY:** This MoU does not create contractual obligations requiring specific performance, it merely sets out the acceptable framework for cooperation between the Parties.



- 4.3 **CONFIDENTIALITY:** Parties shall undertake to make endeavors not to divulge to any third party any of the terms of this MoU without the express written permission of the other save as may be necessary in order to comply with any legal or regulatory requirements. The parties acknowledge that all materials and information supplied by them are to be considered confidential and proprietary information.
- 4.4 **REVIEW OF MOU:** This MoU may be reviewed 9 months after it comes into force and a decision will be taken by UIA and SOMINVEST on whether to continue cooperation.
- 4.5 **TERMINATION:** If any of the parties wishes to terminate this Agreement before the expiry of the stipulated period of five years, the party which intends to terminate, shall do so in writing to the other party with 30 (Thirty) days' notice.
- 4.6 **DISPUTE RESOLUTION:** Any dispute, controversy or claim(s) arising out or relating to this agreement, or its interpretation, implementation shall be settled amicably by the parties. In the event that the parties fail to amicably resolve any dispute for more than 90(ninety) days from the date on which it arose, the Memorandum of Understanding shall be terminated.
- 4.7 **AMENDMENT:** This MoU may be amended or modified by the parties upon the request of either party in writing.
- 4.9 **NOTICES:** All notices shall be in writing and shall be delivered to the party at the address set forth herein before (or such other address as a Party may notify in writing to the other party) and shall be deemed to be served once they have been duly stamped or marked in an appropriate manner indicating their receipt. In an addition, email shall be an acceptable mode of communication and/or exchange.

**IN WITNESS WHEREOF**, the undersigned being duly authorized thereto by their respective Governments, have signed this MoU in duplicate, in the English Language, both texts being equally authentic.

**DONE AT KAMPALA** on this **10<sup>th</sup> day of August** in the year **2022**.

**FOR UGANDA INVESTMENT  
AUTHORITY (UIA)  
Represented by the Director  
General of UIA**

  
.....  
Robert Mukiza

**FOR SOMALIA INVESTMENT  
PROMOTION OFFICE (SOMINVEST)  
as represented by The Director  
General**

  
.....  
Asad Yusuf Qanyare



10-Aug-2022