

Annex 5:

Copies of stakeholder submission.



COUNTY GOVERNMENT OF KIAMBU
COUNTY SECRETARY AND HEAD OF PUBLIC SERVICE

P O Box 2344-00900 Kiambu, Kenya

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REF: KCG/ADM/31/4/VOL.X/420

9TH JUNE 2026

J.M. Nyegenye, CBS
Clerk of the Senate
The Senate
Clerk's Chambers
Parliament Buildings
P.O. Box 41842-00100
NAIROBI, Kenya.



Dear *Mr. Nyegenye,*

**RE: REQUEST FOR INFORMATION BY THE STANDING COMMITTEE ON
DEVOLUTION AND INTERGOVERNMENTAL RELATIONS**

Reference is made to your letter dated 3rd June 2026 vide reference SEN/DGAC/DEVIR/2026/075.

The County Government hereby submit its report, which contains responses to the information as requested by the Committee.

We appreciate your continued support.

JOHN M. MAINGI
AG. COUNTY SECRETARY & HEAD OF PUBLIC SERVICE

Copy to: H.E. The Governor
Encl.

① DGAC

kindly deal

10/06/2026

*② HOD - Governance
Lead Clerk - Devolution*

Kindly deal

10/06/2026



REPUBLIC OF KENYA



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PARLIAMENT
OFFICE OF THE CLERK OF THE SENATE



The Senate
Clerk's Chambers
Parliament Buildings
P. O. Box 41842 - 00100
NAIROBI, Kenya

Ref: SEN/DGAC/DEVIR/2026/075

3rd June, 2026

Hon. (Dr.) Paul Kimani Wamatangi, EGH,
Governor,
Kiambu County,
P.O. Box 2344-00900,
KIAMBU.

Dear Sir,

**RE: REQUEST FOR INFORMATION BY THE STANDING COMMITTEE
ON DEVOLUTION AND INTERGOVERNMENTAL RELATIONS**

The Standing Committee on Devolution and Intergovernmental Relations is established under standing order 228(3) of the Senate Standing Orders and is mandated to consider all matters relating to devolution, intergovernmental and inter-county relations, governance and management of county governments, cities, towns and urban areas.

As you are aware, the Committee is currently considering the matter of the application for conferment of city status to Thika Municipality.

During its sitting held on Friday, 8th May, 2026 the Committee deliberated on the matter and resolved to request you for information regarding Thika Municipality as part of the ongoing consideration of the application for conferment of city status.

The purpose of this letter, therefore, is to request you to submit the following information to the Committee-

- (a) **Integrated Strategic Urban Development Plan (ISUDP) 2015-2035**
Confirmation on whether the Thika Integrated Strategic Urban Development Plan (2015-2035) envisioned the elevation of Thika Municipality to city status. If the Plan did originally contemplate city status, please cite the specific provisions or sections that support this position. If the Plan did not originally envision city status, indicate whether the Plan has been amended or is proposed to be amended/ reviewed, to incorporate the city status aspirations.

(b) Geographical Boundaries and Boundary Disputes

A clear definition and precise demarcation of the exact geographical boundaries of Thika Municipality as proposed for elevation to city status. This should include-

- (a) the total area (in square kilometres);
- (b) a description of the boundaries with neighbouring areas (Juja Municipality to the south, Gatundu North Sub-County to the west, Murang'a County along the Chania River to the north and Machakos County at Gatuanyaga to the east);
- (c) confirmation of whether physical boundary markers have been erected at the key boundary points; and
- (d) a definitive statement confirming that there are no existing or pending boundary disputes with any neighbouring counties.

(c) Disparities in Revenue and Expenditure Information

A comprehensive explanation and reconciliation of the disparities between the revenue and expenditure information submitted by the County Government of Kiambu (including figures in the Ad Hoc Committee Report and subsequent submissions) and the data verified by the Office of the Auditor-General. The Committee specifically notes-

- (i) significant variances between the revenue figures presented in the County's submissions and the Auditor-General-verified amounts for several financial years (particularly Financial Year 2018/2019 to Financial Year 2022/2023);
- (ii) the Office of the Auditor-General's observation that financial statements for Thika Municipality were not submitted for audit for Financial Year 2018/2019, 2019/2020 and 2020/2021; and
- (iii) that the Office of the Auditor-General-verified expenditure data was only available for later years.

Specifically provide and forward a copy to the Office of the Auditor General-

- (i) a detailed reconciliation explaining the basis for the differences in reported revenue and expenditure;
- (ii) confirmation of the status of preparation and submission of financial statements for Thika Municipality to the Office of the Auditor-General for all relevant years; and
- (iii) the complete, accurate, and reconciled own-source revenue and expenditure figures attributable to Thika Municipality for Financial Year 2018/2019 to date, together with any supporting documentation or responses to audit queries on these matters.

(d) Memoranda of Understanding with Partner Institutions

Confirmation as to whether there exist any Memoranda of Understanding (MoUs), formal partnership agreements, or collaborative arrangements between the County Government of Kiambu and/ or Thika Municipality and the following institutions, as referenced in the submissions vide letter Ref. KCG/ADM/31/4/VOL.X/385, dated 28th April 2026: World Health Organization

(WHO), AMREF Health Africa, UNICEF, Kenya Medical Research Institute (KEMRI), Jomo Kenyatta University of Agriculture and Technology (JKUAT) and Kenya Red Cross Society.

The Committee requests that you submit the information on or before Tuesday, 9th June, 2026 at 5.00 p.m. The response may be sent by email on the address: clerk.senate@parliament.go.ke and copied to senate.devolution@parliament.go.ke.

Ms. Sylvia Nasambu, Clerk Assistant I (Cell Number – 0723763703 Email – sylvia.nasambu@parliament.go.ke) and Mr. Desmond Rasugu, Clerk Assistant III (0706391884 Email – desmond.rasugu@parliament.go.ke), are the Clerks to the Committee and are responsible for all arrangements relating to this matter.

Yours faithfully,

For: 
**J. M. NYEGENYE, CBS,
CLERK OF THE SENATE.**

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COUNTY GOVERNMENT OF KIAMBU

RESPONSES ON REQUEST FOR INFORMATION BY THE STANDING
COMMITTEE ON DEVOLUTION AND INTERGOVERNMENTAL
RELATIONS ON CONFERMENT OF THIKA MUNICIPALITY TO CITY
STATUS

- a) Integrated Strategic Urban Development Plan (ISUDP) 2015–2035 Confirmation on whether the Thika Integrated Strategic Urban Development Plan (2015–2035) envisioned the elevation of Thika Municipality to city status. If the Plan did originally contemplate city status, please cite the specific provisions or sections that support this position. If the Plan did not originally envision city status, indicate whether the Plan has been amended or is proposed to be amended/ reviewed, to incorporate the city status aspirations.

The Thika Integrated Strategic Urban Development Plan (ISUDP) did envision elevation of Thika Municipality to City Status.

Within the Thika Municipality ISUDP, the elevation to City status is highlighted in the following key thematic areas as elaborated in the table below;

SECTION	TOPIC	JUSTIFICATION OF CITY STATUS
PG 4- Section 1.4, Scope of Work Pg 420-421	Formulation of a city vision	The Scope of Work for the Thika ISUDP included the formulation of a long-term development vision for the urban area, culminating in the preparation of a "City Vision" for Thika. By incorporating city-level planning considerations, infrastructure requirements, transport systems, economic development strategies, and urban growth projections, the Plan established a framework for Thika's transformation into a higher-order urban centre. The inclusion of city visioning within the planning process demonstrates that the ISUDP contemplated Thika's evolution towards city status and sought to prepare the necessary spatial, economic, and institutional foundations to support such elevation.
Pg 163-Section 5.4.2-Road Connectivity	Road Connectivity	The section identifies infrastructure deficiencies and proposes road network reclassification and upgrades to support expanding residential development, increased mobility, and future travel demand. These interventions are consistent with the infrastructure improvements required for a municipality aspiring to attain and sustain city status. Additionally, the Plan notes that improvements in public transport services would be necessary to meet the future travel demand of "the city," indicating that the planning framework anticipated Thika's evolution into a larger urban centre.
Pg 165-Section 5.4 .4-Bus Terminal Capacity	Bus Terminal Capacity	The proposal to establish a dedicated intercity bus terminal and a separate city bus park demonstrates that the ISUDP anticipated significant growth in passenger movement and urban transport demand. By planning for a 10-hectare intercity terminal strategically located near major highways and a city bus park serving the CBD, the Plan sought to improve mobility, reduce congestion, and enhance transport efficiency. Such large-scale, integrated public transport infrastructure is characteristic of urban centres operating at city level and supports Thika's aspiration to attain and sustain city status.
Pg 203-Section 5.6	Environmental Management Plan	The ISUDP recognizes that sustainable urban development requires comprehensive environmental planning and management. By assessing natural resources, environmental infrastructure, water supply, sewerage, solid waste management, transportation networks, and potential environmental impacts of future development, the Plan establishes a framework for sustainable city growth. This reflects a city-oriented planning approach aimed at ensuring that Thika's expansion is supported by adequate environmental safeguards and urban services, which are key requirements for a municipality aspiring to attain and sustain city status.

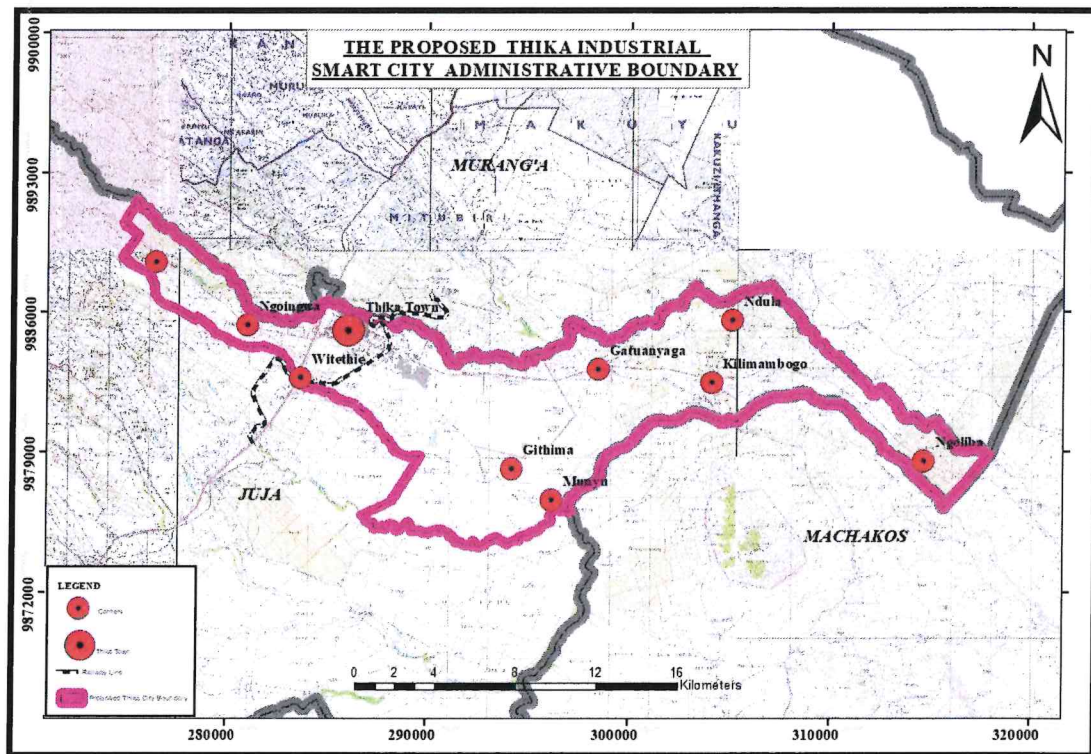
Pg 402	Presentation and Group Exercises for Formulation of City Vision	During the visioning exercise, stakeholders were encouraged to develop a long-term vision for Thika up to the year 2035 by considering population growth, land requirements, investment needs, efficiency, inclusivity, governance, and sustainability. Participants were specifically invited to envision their "dream city" and articulate the type of urban centre they wished Thika to become over the 20-year planning horizon. This demonstrates that the ISUDP was not merely addressing existing municipal challenges but was actively planning for Thika's transformation into a larger, more advanced urban centre consistent with city status aspirations
Pg 424 -Continuation of Proceedings	Amendment of UACA 2011	During the Validation Workshop for the Thika ISUDP, Mr. Solomon Ambwere, representing the Urban Development Department in the Ministry of Lands, Housing and Urban Development, informed stakeholders that proposed amendments to the Urban Areas and Cities Act would reduce the population threshold for city status to 250,000 residents. He further stated that, under the proposed classification, "Thika would soon become the 6th city in Kenya." This statement demonstrates that the prospect of Thika attaining city status was actively considered during the preparation of the ISUDP and formed part of the strategic planning context within which the Plan was developed.

b) Geographical Boundaries and Boundary Disputes

A clear definition and precise demarcation of the exact geographical boundaries of Thika Municipality as proposed for elevation to city status. This should include-

(a) The total area (in square kilometres);

The proposed Thika Smart Industrial City covers a total geographical area of approximately 218 square kilometres (km²), a spatial extent that is consistent with and maintains the existing administrative boundary of the area.



(b) A description of the boundaries with Neighbouring Areas

The defined proposed Thika Smart Industrial City area is situated within the highland zone of Kiambu County, approximately 42 kilometres northeast of Nairobi, at coordinates 1°05'South and 37°05' East, and at an elevation of approximately 1,478 metres above sea level. The proposed Thika Smart Industrial City boundary is precisely demarcated by a combination of administrative divisions and natural geographic features.

To the south, it borders Juja Sub-County in the vicinity of Weteithie;

To the west, it is bounded by Gatundu North Sub-County.

To the north, the boundary follows the natural course of the Chania River, which also serves as the Murang'a County boundary.

To the east, the boundary is delimited by the Machakos County boundary at the locality of Gatunyaga.

Coordinates of the Physical Markers

Thika Smart City Boundary	Coordinates	
Chania (Thika/Muranga boundary) Northern Boundary-at Chania falls river	1°06'19.2"S	37°21'20.3"E
Thika/Machakos boundary Gatuanyaga Eastern Boundary at Gatuanyaga	1°06'19.2"S	37°21'20.3"E
Juja /Thika boundary Southern Boundary at Weteithie Juja Municipality	1°03'34.3"S	37°03'16.1"E
Thika/Gatundu boundary Western Boundary- at Thika Gatundu North side	0°59'48.7"S	36°58'54.4"E

(c) Confirmation of whether physical boundary markers have been erected at the key boundary points;

We wish to confirm that the Thika Municipality physical boundaries markers have been erected at the North, South, East and West boundaries as evidenced in the photographs here in.



Image 1- Western Boundary- at Thika Gatundu North side



Image 2- Southern Boundary at Weteithie -Juja Municipality



Image 3- Northern Boundary-at Chania falls river



Image 4- Eastern Boundary at Gatuanyaga



Image 5- Eastern Boundary at Gatuanyaga

d) A definitive statement confirming that there are no existing or pending boundary disputes with any neighbouring counties.

There are no pending or existing boundary disputes pertaining to the defined spatial extent of the proposed Thika Smart Industrial City with the neighbouring Murang'a and Machakos Counties.

(c) Disparities in Revenue and Expenditure Information

A comprehensive explanation and reconciliation of the disparities between the revenue and expenditure information submitted by the County Government of Kiambu (including figures in the Ad Hoc Committee Report and subsequent submissions) and the data verified by the Office of the Auditor-General. The Committee specifically notes-

- (i) significant variances between the revenue figures presented in the County's submissions and the Auditor-General-verified amounts for several financial years (particularly Financial Year 2018/2019 to Financial Year 2022/2023);
- (ii) the Office of the Auditor-General's observation that financial statements for Thika Municipality were not submitted for audit for Financial Year 2018/2019, 2019/2020 and 2020/2021; and
- (iii) that the Office of the Auditor-General-verified expenditure data was only available for later years.

Specifically provide and forward a copy to the Office of the Auditor General-

- (i) a detailed reconciliation explaining the basis for the differences in reported revenue and expenditure;
- (ii) confirmation of the status of preparation and submission of financial statements for Thika Municipality to the Office of the Auditor-General for all relevant years; and
- (iii) the complete, accurate, and reconciled own-source revenue and expenditure figures attributable to Thika Municipality for Financial Year 2018/2019 to date, together with any supporting documentation or responses to audit queries on these matters.

Management response

Responding to matter

C(i)

There is no disparity on the Revenue information submitted by the County Government of Kiambu and the data verified by the Office of the Auditor General.

C(ii)

There is no disparity between the revenue information submitted by the County Government of Kiambu and the data verified by the Office of the Auditor-General.

C(iii)

The Office of the Auditor-General, through its letter Ref. OAG/CG/22/CONF/(19) dated 2nd March 2026, **annexure 1** concurs with the County Government's submission contained in the initial report titled "*Application Report of the Ad Hoc Committee on*

the Application for Conferment of City Status to Thika Municipality” dated February 2025 (Page 29). This position is further consistent with the information provided to the Senate Standing Committee on Devolution and Intergovernmental Relations through the County Government's letter Ref. KCG/ADM/31/4/Vol.X/385 dated 28th April 2026 on the “*Request for Information by the Standing Committee on Devolution and Intergovernmental Relations*”, specifically Revenue Capacity Annexure 2. Relevant extracts of the report and the County's submission are attached for ease of reference.

We confirm that **independent financial statements** for Thika Municipality were not submitted to the Auditor General for the financial years 2018/2019, 2019/2020, and 2020/2021 as the municipality's financial performance and transactions for those years were **consolidated and incorporated** within the audited County Executive Financial Statements as was the prevailing reporting practice at the time.

The Public Finance Management Act, 2012, Sections 192 to 194, establishes the Public Sector Accounting Standards Board (PSASB) as the statutory authority mandated to prescribe formats and frameworks for financial reporting by all state organs and public entities in Kenya. The prescription for independent financial reporting by municipalities became effective financial year 2021/2022, pursuant to the National Treasury Circular REF: AG.4/16/3 Vol.II(66) dated 6th July, 2022, page 5 of 8 section 2.25 annexed here to as Annexure 2.

Extract of the Ad hoc Committee on the Application for Conferment of City Status to Thika Municipality

CUMULATIVE REVENUE PER MANAGEMENT UNITS FOR FY-2018/2019 TO 2022/2023 AND PROJECTIONS FOR 2024/2025 FOR THIKA						
MANAGEMENT UNIT DESCRIPTION	FY2018/2019	FY2019/2020	FY2020/2021	FY2021/2022	FY2022/2023 AS AT MARCH 2023	PROJECTIONS 2024/2025
Transportation services	29,415,552	28,325,110	32,915,260	27,663,160	27,758,050	32,089,266
Water Environment & Natural Resources Management Unit						-
Solid Waste Management Charges	16,047,400	10,743,508	20,335,200	12,853,562	12,356,660	14,910,132
Solid Waste Management Services	1,811,000	8,981,020	12,709,580	9,989,800	7,476,500	11,588,168
Environmental Management Services Fees	11,000	8,800	91,200	675,500	248,000	783,580
Soil, Water & Forestry Conservation Fees	100,000	100,000	400,000	150,000		174,000
Conservancy	-	-				-
Pollution	-	-				-
Liquor Licenses Management Unit						-
Alcohol license fees	104,000	459,000	29,000	25,400	2,169,600	29,464
Direct Transfers	16,500	-				-
OWN REVENUE COLLECTED	876,714,638	728,477,905	796,763,810	926,797,823	762,694,360	1,075,085,475
EQUILISATION FUND	477,400,000	557,846,832	554,396,000	595,700,001	321,973,000	646,012,001
TOTALS	1,354,114,638	1,286,324,737	1,351,159,810	1,522,497,824	1,084,667,360	1,721,097,476

(Source: County Integrated Financial Operations Management System, Kiambu County)

COLLECTION EFFICIENCY METRICS

PERCENTAGE OF GROWTH IN REVENUE BETWEEN FY 2022/2023 AND FY 2024/2025		
FINANCIAL YEARS UNDER REVIEW	TOTAL REVENUE	GROWTH IN %
FY 2022/2023	935,111,010	
FY 2023/2024	1,050,143,239	12%
FY 2024/2025	1,142,417,588	9%

The collection efficiency metrics is illustrated by the percentage growth in revenue throughout the three years and is accredited to the following measures taken;

- 1) Increased staffing of the revenue collection teams at the municipality level
- 2) Introduction of a new Enterprise Resource Planning (ERP) system to automate revenue collection
- 3) Delegation of revenue collection function to the Municipal Manager

d) Memoranda of Understanding with Partner Institutions

Confirmation as to whether there exist any Memoranda of Understanding (MoUs), formal partnership agreements, or collaborative arrangements between the County Government of Kiambu and/ or Thika Municipality and the following institutions, as referenced in the submissions vide letter Ref. KCG/ADM/31/4/VOL.X/385, dated 28th April 2026: World Health Organization (WHO), AMREF Health Africa, UNICEF, Kenya Medical Research Institute (KEMRI), Jomo Kenyatta University of Agriculture and Technology (JKUAT) and Kenya Red Cross Society.

The County Government of Kiambu through Department of Health has had collaborative engagements and partnership with various development partners. For instance, the County Government has signed MoU's with Kenya Redcross Society, Japan International Cooperation Agency, Kenya Industrial Research, Jomo Kenyatta University of Agriculture and Technology and Development Institute and Kenya Private Sector Alliance

The County Government has also engaged with AMREF Health Africa, UNICEF as evidenced in the attached

(evidenced attached in the annexure)

ANNEXTURE



REPUBLIC OF KENYA
THE NATIONAL TREASURY & PLANNING

Telegraphic Address: 22921
Finance – Nairobi
FAX NO. 310833
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THE NATIONAL TREASURY
P O BOX 30007 - 00100
NAIROBI

REF: AG.4/16/3 Vol. II (66)

Date: 6th July, 2022

All Accounting Officers

Ministries, Departments & Agencies

State Corporations, Semi-Autonomous Government Agencies, TVETs, TTCs, Public
Funds & Public Secondary Schools

County Governments & County Government Entities

**NEW AND REVISED ANNUAL FINANCIAL REPORTING TEMPLATES FOR ALL NATIONAL
AND COUNTY GOVERNMENT ENTITIES**

1.0 INTRODUCTION

Section 12 (1) (e) of the Public Finance Management Act, 2012 mandates the National Treasury to:

*'(e) design and prescribe an efficient financial management system for the national and county governments to ensure transparent financial management and **standard financial reporting** as contemplated by Article 226 of the Constitution of Kenya'.*

The Public Sector Accounting Standards Board (PSASB) was established under Sections 192 to 195 of the Public Finance Management (PFM) Act 2012 to provide, with the concurrence of Cabinet Secretary National Treasury and Planning, frameworks and set general accepted accounting standards for the development and management of accounting and financial systems and internal audit procedures by state organs and public entities.

The PSASB has now prescribed, and the National Treasury concurred, new and revised templates for reporting by all public sector entities as required by Sections 80, 81, 82, 84, 163, 164, 165, 167, and 180 of the Public Finance Management Act, 2012.

1.1 Purpose

The purpose of this Circular, therefore, is to provide guidance on new and revised annual Financial Reporting templates for National and County Government entities as prescribed by the Public Sector Accounting Standards Board (PSASB) to enable entities comply with statutory financial reporting requirements for FY 2021/22.

1.2 Reporting Requirements

1.2.1 National Government Entities

In accordance with Section 81 of the PFM Act, 2012, an Accounting Officer for a National Government entity, shall prepare financial statements at the end of each financial year in respect to the entity. The annual financial statements should,

- contain information on the financial and non-financial performance of the entity; and
- is in a form that complies with the standards prescribed and published by the Public Sector Accounting Standards Board from time to time.

The Section also requires that not later than three months after the end of each financial year, the Accounting Officer shall submit the annual financial statements to the Auditor General with a copy to National Treasury, Controller of Budget, and Commission on Revenue Allocation.

1.2.2 County Government Entities

According to Section 164 of the PFM Act, 2012, an Accounting Officer for a County Government entity shall prepare financial statements at the end of each financial year in respect of the entity. The annual financial statement should,

- contain information on the financial and non-financial performance of the entity; and
- is in a form that complies with the standards prescribed and published by the Public Sector Accounting Standards Board from time to time.

The Section also requires that not later than three months after the end of each financial year, the Accounting Officer shall submit the annual financial statements to the Auditor General with copies to County Treasury, Controller of Budget, and the Commission on Revenue Allocation.

Section 163 of the PFM Act 2012 also requires the County Treasury to consolidate the financial statements of County Government Entities within four months following the end of the year and to submit the consolidated financial statements to the Auditor General with a copy to the National Treasury, Controller of Budget, and the Commission of Revenue Allocation.

2.0 GENERAL GUIDELINES

2.1 NEW ANNUAL FINANCIAL REPORTING TEMPLATES FOR NATIONAL GOVT ENTITIES

2.1.1 Annual Financial Reporting template for Car Loan and Mortgage Funds under the National Government Entities

Section 84 of the PFM Act 2012, the Administrator of a National Public Fund established by the Constitution or an Act of Parliament shall prepare financial statements for the Fund for each

financial year in a form prescribed by the Accounting Standards Board. The law further provides that the prepared Financial Statements shall contain financial and non- financial performance of the National Public Fund. It is also statutorily mandatory for the Administrator of the Fund to submit the prepared financial statement not later than three months after the end of each financial year, to the Auditor-General and a copy to the Cabinet Secretary responsible for the Fund.

2.1.2 Applicability of the New Annual Financial Reporting Template for Car Loan and Mortgage Funds

The new financial reporting template is applicable for Car Loan and Mortgage Funds under the National Government Ministries Departments and Agencies, Constitutional and Independent Offices and State Corporations and Semi- Autonomous Government Agencies (SAGAs).

2. 2 NEW ANNUAL FINANCIAL REPORTING TEMPLATE FOR COUNTY GOVERNMENT ENTITIES

2.2.1 Annual Financial Reporting Template for the County Receivers of Revenue under the IPSAS Cash Basis of Accounting

A new template has been prepared in accordance with Section 165 (1) of the PFM Act 2012 which states that at the end of each financial year, a Receiver of Revenue appointed by a County Government, shall prepare an account in respect of the revenue collected, received, and recovered during that financial year.

The financial statements shall include—

- a) a statement of receipts and disbursement in a form prescribed by the Accounting Standards Board from time to time; and
- b) a statement of arrears of revenue.

Not later than three months after the end of the financial year, the receiver of revenue for the county government shall—

- c) submit the accounts to the Auditor-General; and
- d) deliver a copy to the National Treasury, the Controller of Budget, County Treasury, and the Commission on Revenue Allocation

The new template for County Receivers of Revenue is presented on the basis of the IPSAS Cash accounting adjusted to disclose information required by Section 165 (2) (b) of the PFM Act, 2012.

2.2.1.1 Applicability of the New Annual Financial Reporting Template County Receivers of Revenue (CROR)

The new financial reporting template is applicable to all persons designated in writing by the County Executive Committee Member for Finance as County Receivers of Revenue to collect, receive and account for such County Government revenue in accordance with Section 157 of the PFM Act, 2012.

2.2.2 Annual Financial Reporting Template for the County Revenue Fund prepared under the IPSAS Cash Basis of Accounting

Article 207 of the Constitution of Kenya, Sections 109 and 167 of the Public Finance Management Act, 2012 states that the County Public Fund, shall prepare financial statements for each financial year in a form prescribed by the Accounting Standards Board and submit to the Auditor General and a copy to the County Executive Committee Member responsible for the Fund, Commission Revenue Allocation and the Controller of Budget.

This template is presented on the basis of the IPSAS Cash accounting.

2.2.2.1 Applicability of the New Annual Financial Reporting Template for County Revenue Fund

This financial reporting template is for application by Administrators of the County Revenue Fund appointed by the County Executive Member of Finance.

2.2.3 Annual Financial Reporting Template for Level 4 and Level 5 Hospitals prepared under the IPSAS Accrual Basis of Accounting

Section 194 (1d) of the PFM Act mandates the Public Sector Accounting Standards Board to prescribe formats for financial statements and reporting by all state organs and public entities. In line with this mandate, PSASB has prescribed this financial reporting template under IPSAS Accrual Basis of accounting.

2.2.3.1 Applicability of the New Annual Financial Reporting Template for Level 4 and 5 Hospitals

The financial reporting template is applicable to all Levels 4 and 5 hospitals under the 47 County Governments.

The Board took cognizance of Section 194 2 (b) that requires that it assesses the capacity of the relevant entity to comply with the prescribed standards. The Board shall at a later date, present different reporting templates for Levels 1, 2 and 3 hospitals as appropriate, taking into account the maturity levels of the established systems within these facilities.

2.2.4 Annual Financial Reporting Template for County Water Service Providers/ Water Companies under the IFRS Basis of Accounting

Section 194 (1) (d) of the PFM Act mandates the Public Sector Accounting Standards Board to prescribe formats for financial statements and reporting by all state organs and public entities. Currently the Water Companies apply the IFRS reporting template used by the National Government entities. The Board has revised the IFRS reporting framework for application by Water Companies.

2.2.4.1 Applicability of the New Annual Financial Reporting Template for County Water Service Providers/ Water Companies

This financial reporting template is applicable to all Water Service Providers under the County Governments, regulated by Water Services Regulatory Board and as defined under the Water Act of 2016.

2.2.5 Annual Financial Reporting Template for Cities and Municipal Boards under the IPSAS Accrual Basis of Accounting

Cities and Municipalities are established by and derive authority and accountability from Urban Areas and Cities Act No. 13 of 2011. Section 180 of the Public Finance Management Act, 2012 requires that, at the end of each financial year, the Accounting Officer of the City or Municipality established by Urban Areas and Cities Act No. 13 of 2011 shall prepare financial statements in accordance with the standards and formats prescribed by the Public Sector Accounting Standards Board and the provisions of the Urban Areas and Cities Act, 2011.

2.2.5.1 Applicability of the New Annual Financial Reporting Template for Cities and Municipal Boards

This financial reporting template is applicable to all Cities and Municipalities established under the County Governments in accordance with the Urban and Cities Act 2011 and the PFM Act 2012.

3.0 REVISED ANNUAL FINANCIAL REPORTING TEMPLATES

3.1 Rationale for Revision

The Board in undertaking revision of and updates to the issued Annual Financial Reporting templates took the following into consideration:

1. Annual changes to IPSAS and IFRS as issued by International Public Sector Accounting Standards Board and International Accounting Standards Board respectively, which are then adopted by the Board.
2. Desire to attain the stipulated level of compliance with the applicable laws, regulations and National Treasury circulars and guidelines underpinning financial reporting.
3. Feedback and recommendations from preparers and users of financial statements.
4. Issues arising from audit of the financial statements by the Office of the Auditor General.
5. Feedback and recommendations made through the Financial Reporting Excellence (FiRe) award review processes.
6. Outcomes of the quality assurance reviews undertaken by the Financial Reporting Unit of the National Treasury.
7. Any additional reporting gaps as identified by the Board in the course of its monitoring activities during review of other templates.

3.2 Summary of Revisions made to all existing templates

1. Roll over of dates for all templates to reflect FY 2021/22 reporting period.
2. Renaming of various statements to align them with the standards.
3. Inclusion of new and revised standards that are applicable as issued by the International Standard Setting Bodies – IASB and IPSASB.
4. Inclusion of an appendix on Climate Change expenditures and Disaster Management expenditure interventions in pursuit of commitments under COP 26 to which Kenya is a signatory and as per Circular by the National Treasury.

3.3 Summary of Specific Revisions

3.3.1 Revisions made to the Annual Financial Reporting Template for the County Executive

The County Executive Annual Financial Reporting Template has been changed significantly owing to the introduction of the new Financial Reporting Template for the County Revenue Fund. By the introduction of the new template, all revenue items are now recorded under the CRF. To this end, income under the County Executive financial reporting template shall record transfers from the CRF akin to the format followed under the financial reporting template for County Assemblies.

4.0 REVISED FINANCIAL REPORTING TEMPLATES

The following annual financial reporting templates are issued by this Circular and are uploaded on the National Treasury and PSASB's websites.

4.1 Annual Financial Reporting Templates for National Government MDAs and Development Projects

1. Annual Financial Reporting Template for National Government MDAs - REVISED.
2. Annual Financial Reporting Template for Development Partners - REVISED.
3. Annual Financial Reporting Template for Receivers of Revenue - REVISED.

4.2 Annual Financial Reporting Templates for County Governments

1. Annual Financial Reporting Template for County Executive - REVISED
2. Annual Financial Reporting Template for County Assembly - REVISED
3. Annual Financial Reporting Template for County Consolidated Financial Statements- REVISED.
4. Annual Financial Reporting Template for County Funds and Schemes under IPSAS Accrual - REVISED.

4.3 Annual Financial Reporting Templates for State Corporations and Semi-Autonomous Government Agencies

1. Annual Financial Reporting Template for State Corporations under IFRS reporting framework - REVISED.
2. Annual Financial Reporting Template for SAGAs under the IPSAS Accrual reporting framework - REVISED
3. Annual Financial Reporting Template for TVETs and TTCs under the IPSAS Accrual reporting framework - REVISED

4.4 Annual Financial Reporting Template for Public Secondary Schools

1. Annual Financial Reporting Template for Public Secondary Schools - REVISED

5 Effective Date

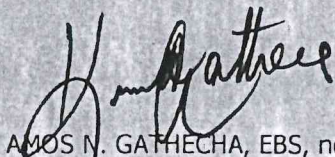
Entities shall apply the New and Revised Financial Reporting Templates for annual reporting for the financial year ending 30th June 2022. It is expected that the financial statements submitted for audit to the Office of Auditor General shall be prepared in accordance with the new and revised templates.

5.1 Access to the New and Revised Annual Financial Reporting Templates

The new and revised annual financial reporting templates as issued by the PSASB can be downloaded from the National Treasury and the Public Sector Accounting Standards Board (PSASB) websites on (www.treasury.go.ke) and (www.pasab.go.ke). On the National Treasury website, see folder titled 'Accountant General's Desk'.

5.2 Clarifications and Technical Support

Any further clarification, please contact the Director Accounting Services National Treasury on jona.wala@treasury.go.ke or the Public Sector Accounting Standards Board on acctstandards@pasab.go.ke.



AMOS N. GATHECHA, EBS, ndc, (K)

PRINCIPAL ADMINISTRATIVE SECRETARY

For: PRINCIPAL SECRETARY/NATIONAL TREASURY

cc

Hon. Amb. Ukur Yatani, EGH
Cabinet Secretary

The National Treasury and Planning
Treasury Building
NAIROBI

Dr. Julius Jwan, CBS
Principal Secretary

State Department for Early Learning and Basic Education
P. O. Box 30040-00100
Nairobi, Kenya

CPA Nancy Gathungu, CBS
Auditor-General

Office of the Auditor General
P.O Box 30084 00100
NAIROBI

CPA Dr. Margaret Nyakang'o, CBS
Controller of Budget
Office of the Controller of Budget
P.O Box 35616 00100
NAIROBI

CPA James Katule
Chief Executive Officer
Commission on Revenue Allocation
Grosvenor suite, 14 Riverside Drive
P.O Box 1310-00200
NAIROBI

FCPA Fredrick Riaga
Chief Executive Officer
Public Sector Accounting Standards Board
CPA Centre, Thika Road
P.O. Box 38831 -00100
NAIROBI

Telephone: +254-(20) 3214000
E-mail: info@oagkenya.go.ke
Website: www.oagkenya.go.ke



HEADQUARTERS
Anniversary Towers
Monrovia Street
P.O. Box 30084-00100
NAIROBI

OAG/CG/22/CONF/(19)

02 March, 2026

Mr. Jeremiah Nyegenye, CBS
Clerk to the Senate
P.O. Box 41842-00200
NAIROBI

Dear



SUBMISSION OF INFORMATION ON THE REVENUE GENERATED BY THIKA MUNICIPALITY - COUNTY GOVERNMENT OF KIAMBU

I refer to your letter Ref. SEN/DGAC.DEVIR/2025/138 dated 18 August, 2025 requesting for information on revenue generated by Thika Municipality.

As part of the revenue verification exercise for Thika Municipality, the audit team accessed and reviewed detailed revenue source records generated from the County Revenue Management Systems, audited financial statements, hospitals revenue ledgers, as well as supplementary revenue ledgers provided by the Kiambu County Revenue Department.

The revenue collected in the seven (7) years totals Kshs.6,472,198,984 as analyzed below: -

Financial Year	Revenue Verified from Source Records Amount (Kshs)
2024/2025	1,142,417,588
2023/2024	1,065,016,210
2022/2023	935,111,010
2021/2022	926,797,823
2020/2021	796,763,810
2019/2020	728,477,905
2018/2019	876,714,638
Total	6,472,198,984

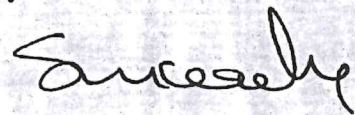
The cumulative total expenditure incurred by the Municipality from the financial year 2018/2019 to 2024/2025 totals Kshs.272,680,265 based on the audited financial statements of the respective years and as analyzed below;

Financial Year	Expenditure (Kshs.)	Comments Remarks
2018/2019		Financial Statements not submitted
2019/2020		Financial Statements not submitted
2020/2021		Financial Statements not submitted
2021/2022	118,453,315	
2022/2023	98,125,684	
2023/2024	9,900,920	
2024/2025	46,200,346	
Total	272,680,265	

Kindly note that the County Management did not prepare and submit financial statements for Thika Municipality for audit for 2018/2019, 2019/2020 and 2020/2021 financial years as was reported in the Report of the Auditor-General on Thika Municipality for the year ended 30 June, 2022.

For any further clarification, kindly do not hesitate to contact my Office.

Yours




FCPA Nancy Gathungu, CBS
AUDITOR-GENERAL



MEMORANDUM OF UNDERSTANDING
(Hereinafter referred to as "MOU")

BETWEEN

KIAMBU COUNTY GOVERNMENT

THROUGH

THE DEPARTMENT OF HEALTH SERVICES

AND

JOMO KENYATTA UNIVERSITY OF AGRICULTURE AND
TECHNOLOGY

Drawn by:

The County Government of Kiambu
Legal Office

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This Memorandum of Understanding ("MOU") dated the day of is entered into between the County Government of Kiambu, Post Office Box Number 2344-00900, Kiambu Through the Department of Health Services (hereby referred to as the "County Government" which expression shall where the context so admits includes its successors and assigns) of the one part

AND

Jomo Kenyatta University of Agriculture and Technology of Post Office Box Number 62000 - 00200 Nairobi, Kenya (hereinafter referred to as "the University", which expression where the context so admits includes its successors and assigns) of the other part, All parts hereafter jointly referred to as the "Parties".

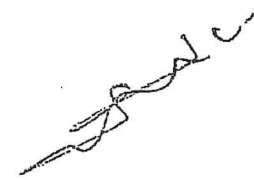
WHEREAS

- A. The County, through the Ministry of Health, holds and manages the operations of Gatundu District Hospital, a public hospital located in Gatundu South, Kiambu County (hereinafter referred to as "the Hospital");
- B. The University, an institute of higher learning, is committed to the training in the field of Health Sciences;
- C. The parties wish to promote the development of the Hospital's capacity in order to facilitate training in health sciences and to improve the delivery of health services in the Hospital; and
- D. The parties recognise that co-operation between them is mutually desirable and would strengthen the parties to perform complementary activities in teaching and delivery of better health services, including facilitating practical learning, attachment, research, professional development and capacity building of the Hospital staff.

NOW, THEREFORE, the Parties agree to cooperate as follows:

Article 1 - OBJECTIVE OF THE MOU

The objective of the Memorandum of Understanding (MOU) is to provide modalities of cooperation between the parties in order to create opportunities for student's placement, research and training at the Hospital while at the same time providing clinical services to the clients of the Hospital.



Article 2 – DURATION OF MOU

- 2.1 This MOU shall remain in force for a period of ten (10) calendar years from the date of execution subject to termination or renewal in accordance with this MOU.

Article 3.- DUTIES AND RESPONSIBILITIES OF PARTIES

3.1 The County shall –

3.1.1 Allow the University to use the Hospital for teaching, research and instructing their students in clinical and public health practice.

3.1.2 Provide access to the academic staff and students of the University, to the diagnostic, outpatient, inpatient and other facilities of the Hospital for purposes of teaching, research, and clinical services.

3.1.3 Facilitate eligible staff of the Hospital in addition to fulfilling their employment duties in the hospital to render identified and acceptable service to the University.

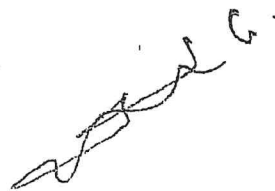
3.1.4 Facilitate eligible visiting staff and students of other universities, institutions, or organizations that have collaborative agreements with JKUAT to use the hospital for training, research, and clinical practice in such a manner that is consistent with the letter and spirit of this Memorandum.

3.1.5 To enforcement observance of rules and regulations of the Hospital, ethical standards and good professional conduct among the hospital staff, academic and students of the University in delivery of services to the Hospital clients.

3.1.6 Disseminate adequate information among the staff of Hospital about the contents of the MOU in order to facilitate abidance by and implementation of its terms and conditions.

3.2 The University shall-

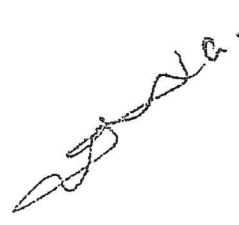
3.2.1 Ensure that the university academic staff and students assigned to the hospital recognize, respect and adhere to the rules and regulations of the Hospital, professional and ethical requirements of training, research and uphold high level of discipline;



- 3.2.2 Disseminate adequate information among the staff and students of the University about the contents of this Memorandum in order to facilitate abidance with and implementation of its terms and conditions;
- 3.2.3 Cover as appropriate, diagnostic, pharmaceutical, logistic or any other costs especially required by the University for the teaching and or research, and not necessitated by the regular patient care and research activities of the hospital;
- 3.2.4 Ensure that the clinical staffs of the University, in addition to their regular assignment under the terms of employment by the University, offers clinical consultancy services in the hospital;
- 3.2.5 Pay for all the students' expenses while at the Hospital;
- 3.2.6 Maintain all educational records and reports relating to the students;
- 3.2.7 Ensure that placement of students is done in a manner that does not disrupt the smooth running of the facilities; and
- 3.2.8 Be responsible for the welfare of its staff and students.

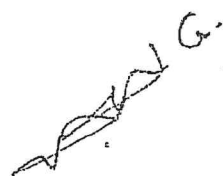
Article 4 - IMPLEMENTATION OF THE MOU

- 4.1 The parties shall establish an MOU Implementation Committee (hereinafter referred to as the "Committee") comprising of not more than five members appointed by two parties as follows:
 - a) A chairperson who shall be appointed every two years by either party on a rotational basis. For the avoidance of doubt, no party shall hold the chair's seat for more than two consecutive years;
 - b) Each party shall nominate two person as members of the Committee.
- 4.2 The quorum for the meetings of the MOU Implementation Committee shall be at least two representative of each partner institution.
- 4.3 The functions of the MOU Implementation Committee shall include:
 - a) Coordinating and supervising the Implementation of the MOU;
 - b) Resolving disputes or disagreements between the parties arising under the



MOU in the spirit of cooperation;

- c) Identify and initiate activities or project arising out of this MOU;
 - d) Advising their respective nominating parties on the progress; and
 - e) Any other activity that may be assigned by the parties in furtherance of the objectives of this MOU.
- 4.4 The appointing authority shall ensure that persons appointed to this Committee possess expertise relevant to the mandate of the Committee.
- 4.5 Each party shall designate one of its nominees to the Committee as the Liaison Officer who shall jointly be responsible for coordinating the activities of the Committee as set out under this MOU. In addition, the liaison officers shall jointly send out communications to the external clients as shall be necessary for implementation of this MOU.
- 4.6 The parties shall ensure that the MOU Implementation Committee is operational within 30 days from the date of execution of this MOU.
- 4.7 The Committee shall prepare reports of the deliberations and recommendations and through the liaison officer, present them to the appointing authority for consideration and approval. The Committee can only implement a recommendation upon approval by the appointing authority. The liaison Officers shall communicate the decision of the appointing authority to the Committee for deliberations or implementation.
- 4.8 The Committee shall organise their meeting time and schedule with the approval of the appointing authority.
- 4.9 The Committee shall undertake an annual evaluation of progress made in the implementation of the MOU report to their appointing authority.

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- 4.10 Each party shall cater for the expenses or allowances payable to its members, provided that where the Committee expenses are shared; each party shall contribute in equal measures.

Article 5 - MUTUAL INTERESTS

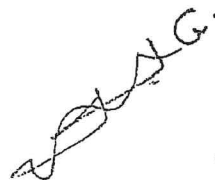
- 5.1 All items and equipment (consumables and fixed assets) and facilities, including items and equipment bought and donated by the University and or its collaborating institutions shall be the property of the Hospital.
- 5.2 The terms and conditions of the use of any item or equipment shall be determined on mutual agreement, where each party gives reasonable access to the use of these facilities to the other party, provided that in the event of a conflict between the parties on the use of an item or equipment, the need to provide services to the Hospital Clients shall be set the priority of use of the equipment or item.
- 5.3 The Hospital shall repair, maintain and replace any item or equipment, facilities and conveniences in order to ensure smooth delivery of clinical services and teaching; provided that in the event of damage, loss or commission or omission of any action that renders any equipment or item unusable due to negligence or misuse of the student or staff of the University, the University shall meet the full cost of repair or replacement.

Article 6 - PROJECT OUTLINES AND WORK PLANS

- 6.1 This MOU may be supplemented by project outlines and work plans and other addendum that describe more specifically the activities to be carried out or items required for the collaborative activities agreed upon by the two partner institutions.
- 6.2 The said project outlines and work plans shall be deemed as annexures to this MOU and may originate from either party, but will require approval of both parties.

Article 7 - EXCHANGE OF SCIENTIFIC INFORMATION

- 7.1 In furtherance of common interests the parties shall strive to:
- 7.1.1 Learn through each other and enhance collaborative endeavours through scientific meetings, conferences or seminars;

A handwritten signature in dark ink, appearing to be 'S. G.', is located at the bottom right of the page.

- 10.2 Any information that is confidential and within the knowledge of any party protected under this paragraph shall remain confidential even after the termination of this MOU. No party shall not disclose or otherwise release such information unless with prior written consent of the other party. In the event that such information is released, the affected party shall be at liberty to institute legal proceedings or take such action against the offending party for any damage or adverse consequences that may arise due to such release.

Article 11 – AMENDMENT

- 11.1 This MOU may be amended or modified only by written agreement of the Parties and signed by the Parties duly authorized representatives in accordance with the same procedure as the execution of this MOU.

Article 12 – TERMINATION

- 12.1 This MOU shall terminate

- (a) Upon mutual agreement of the parties;
- (b) By the decision of an arbitrator in the event of breach of terms of the MOU provided that where either Party to this MOU believes the other has breached the terms of this MOU, that Party shall give at least a 30 days written notice of such breach to the other party. Where upon such a breach has not been cured within ninety (90) days after such written notice, either party will refer the matter for arbitration as provided in article 5. If the arbitration shall determine that the MOU be terminated, the parties shall abide by this decision.
- (c) By at least one year notice in writing of intention to terminate. The party need not set out the reasons for the termination.

Article 13 – CONSEQUENCES OF TERMINATION

- 13.1 Upon termination of this MOU howsoever occurring, each party shall forthwith cease referring to the collaboration contained in this MOU and save for accrued rights, no party shall have further obligation to the other.
- 13.2 Notwithstanding the provisions of 13.1, termination of this MOU shall not affect the obligations of the parties as shall be set out in any agreement emanating from this MOU subject to provisions on termination as shall be spelt out in the specific agreements.
- 

Article 14 - RELATIONSHIP OF THE PARTIES

- 14.1 This MOU shall not be construed to create a relationship of a joint venture, partnership, brokers, employees, servants or agents between the Parties. The Parties to this MOU are acting as independent contractors representing their own respective independent organization. With respect to any employee compensation for services provided in connection with this MOU, each party will be responsible for paying their own employees (including faculty), and properly withholding their own employees' taxes and other costs and fees as may be required

Article 15 - COMMUNICATION OF DECISIONS

- 15.1 Each party shall communicate to the other in good faith within thirty (30) days any decision (s) that may adversely affect the interests of the other party as contained in the letter and spirit of this MOU.

Article 16- NOTICES

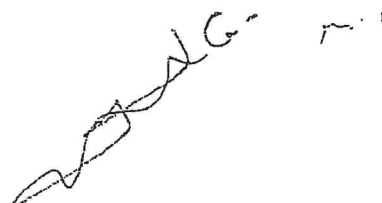
- 16.1 Any notice, request or consent required or permission to be given or made pursuant to this MOU shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered either in person to the authorized representative at the head office of the party to whom communication is addressed or when sent by registered mail or fax to such party at the following addresses:

Article 17 - GENERAL PROVISIONS

- 17.1 Each party shall maintain its own separate identity and its own management during the period of this MOU.
- 17.2 Each learning session at the Hospital shall only accommodate such number of students that the Hospital can reasonably accommodate to facilitate learning.

IN WITNESS WHEREOF, the parties hereto have offered signatures:

Signed by the duly authorized representative of KIAMBU COUNTY GOVERNMENT



7.1.2 Exchange academic and scientific information through sharing knowledge data, teaching materials, methodologies, techniques and technologies;

7.1.3 Assume equal responsibilities in the protection of intellectual property rights and patenting of any inventions arising from collaborative research, subject to existing intellectual property rights policy of each party.

Article 8- SETTLEMENT OF DISPUTES

8.1 The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this MOU or interpretation hereof.

8.2 Where the Committee members have a dispute and are unable to amicably resolve the same amongst themselves; the matter shall be referred to the appointing authorities. If the appointing authorities agree on how to resolve the dispute, they shall communicate their decision to the Committee which shall be final.

8.3 In the event that the appointing authorities are unable to resolve the dispute, the matter shall be referred to Arbitration by one Arbiter to be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Chapter) and the arbitration shall be conducted in accordance with the Arbitration Act, 1995 and or any other law prevailing at the time.

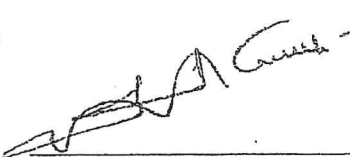
Article 9 - GOVERNING LAW

9.1 This MOU shall be governed by and construed in all aspects in accordance with Kenyan constitution and Equity.

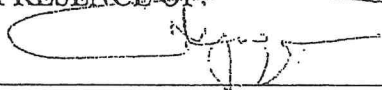
Article 10 - CONFIDENTIALITY

10.1 Each party shall not disseminate confidential information that may arise in the course of implementation of this MOU. For purposes of this MOU, confidential information shall mean information provided by one party to the other in writing and designated as "confidential information". Confidential information does not include information that is generally known, or that may become generally known through independent sources or information that is required to be disclosed or published under any written law.



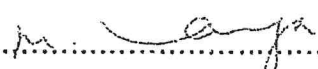

FREDRICK M. KITEMA
COUNTY SECRETARY

IN THE PRESENCE OF:


DR. STEPHEN NJUGUNA WAIGURU
CHIEF OFFICER, DEPARTMENT OF HEALTH SERVICES.

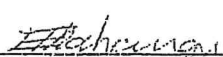
Signed and Sealed by the JOMO KENYATTA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY:

PROF. MABEL IMBUGA, Ph.D., EBS
VICE CHANCELLOR
JKUAT

Signature:..........

Date: 17-08-15.....

IN THE PRESENCE OF:


PROF. ESTHER KAHANGI, Ph.D., EBS
DVC- RESEARCH, PRODUCTION & EXTENSION
JKUAT

Signature:.....

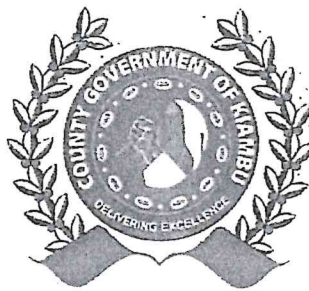
Date: 20/8/15.....



MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY GOVERNMENT OF KIAMBU



AND

KENYA RED CROSS SOCIETY



Kenya
Red Cross

2024

This **MEMORANDUM OF UNDERSTANDING (MoU)** is entered into on this
20th day of **NOVEMBER** Twenty, Twenty Four (2024)

BETWEEN

The Kenya Red Cross Society (hereinafter referred to as **KRCS**) and the **COUNTY GOVERNMENT OF KIAMBU**.

This MOU will take effect on the date of the last signature appended by the authorized officials of the two parties.

WHEREAS the KRCS is a humanitarian organization established under The Kenya Red Cross Society Act, Cap 256 of the Laws of Kenya as the National Red Cross Society in Kenya. KRCS is auxiliary to the National and County Governments in the humanitarian field with an objective to prevent and alleviate human suffering throughout the territory of Kenya;

WHEREAS KIAMBU County is a devolved County Government that was established under Article 176 of the Constitution of Kenya, representing the people and **COUNTY GOVERNMENT OF KIAMBU**;

WHEREAS Kiambu County Government in its County Integrated Development Plan seeks to develop a viable program that takes a multi-faceted approach in contributing towards improving the quality of life of Kiambu County residents through accessibility to water, climate change adaptation, disaster risk reduction and disaster management, conflict resolution, health, nutrition and food security; and

WHEREAS KRCS and the Kiambu County Government have agreed to form a joint collaboration and have jointly developed a proposal on areas of cooperation for a period of five (5) years to contribute towards improving the quality of life, alleviating the human suffering of Kiambu County residents through access to safe water, health, nutrition, food security, agriculture, emergency medical services and general disaster risk management and climate change.

NOW THIS MEMORANDUM WITNESSES as follows:

ARTICLE 1

PURPOSE

The purpose of this MOU is to lay out a framework for collaboration between the Parties to develop, promote, and strengthen joint actions and collaboration in implementing the agreed projects and work plans thereof to be jointly developed.

The parties will in accordance with the provisions of this MOU endeavor to work together and maintain a continuous working relationship for the achievement of their common objectives within the limitations of their respective mandates and resources.

ARTICLE 2

INSTITUTIONAL ARRANGEMENT

Specific activities to be conducted under this MOU will be jointly identified, developed and implemented by the Parties through specific working committees to be jointly appointed. Each of the Parties shall be fully responsible for its assigned activities, as well as its contracted personnel, agents, employees and contractors. Neither Party shall be responsible for any act or omission of the other Party or its personnel, or for any death, illness, accident or damage occurring under the responsibility of the other Party.

ARTICLE 3

SCOPE OF APPLICATION

This Memorandum of Understanding will create a platform in which the respective parties to this MOU will cooperate in the realization of their respective strategic plans. Nothing contemplated in this MOU will seek to have a negative impact on the plans and strategies of the respective institutions.

ARTICLE 4

AREAS OF COOPERATION

The parties aim to, inter alia, achieve cooperation in the following areas:

- a) Enhanced access to safe water and improved hygiene and sanitation
- b) Improved health nutrition and social services
- c) Improved food security and livelihoods

- e) Strengthened disaster mitigation, preparedness, response and recovery including Ambulance and Emergency Pre-hospital care during disasters
- f) Support the county government in setting up the Emergency Operation Centre
- g) Enhancing research, data management and policy frameworks within the County
- h) Capacity building in the programmatic areas of mutual interest

The Parties will jointly develop specific and detailed agreements for the identification, implementation, monitoring and evaluation of projects under the aforementioned areas of cooperation as is further detailed in the annexed list of Kiambu County Government departmental proposed areas of collaboration.

ARTICLE 5

FUNDING AND MANAGEMENT OF FUNDS

Both KRCS and the Kiambu County Government undertake to jointly mobilize resources for the successful implementation of agreed projects in line with the areas of cooperation above. County departmental budgets will be used as one of the means to raise resources for the implementation of the agreed projects, where available. Parties shall agree on the modalities of the utilization of funds jointly raised within an agreed framework and applicable legislation.

ARTICLE 6

RESPONSIBILITIES OF EACH PARTY

A. Responsibilities of the Kiambu County Government are:

- a) Jointly with KRCS resource mobilize to achieve the full implementation of the agreed projects.
- b) To provide KRCS and stakeholders of the project relevant access to communities and targeted areas of the projects.
- c) Monitor and provide oversight functions with regards to the projects.
- d) Ensure that relevant technical officers are available to provide technical support both to KRCS and project stakeholders through seconding staff or otherwise.
- e) To fully release requested seconded staff to be available on full time basis for the agreed projects whenever necessary.

- f) To jointly together with KRCS form an implementation team and ensure the necessary expertise is deployed in the agreed projects that portray result oriented working styles, attitudes and work ethics.
- g) To engage with the general public and provide an enabling environment for proper implementation of the agreed projects.
- h) To provide a premise for KRCS to develop and take responsibility for implementation of KRCS humanitarian works, which shall include the setting up of the County Emergency Operation Centre.
- i) To take legal action for any vandalism of any project component during its implementation.
- j) To put in place mechanisms to ensure sustainability of the agreed projects.

B. Responsibilities of the KRCS are:

- a) To play a lead role in the implementation of agreed projects
- b) Jointly with Kiambu County Government mobilize resources to achieve the full implementation of the agreed projects
- c) To jointly together with Kiambu County Government form an implementation team and ensure the necessary expertise is deployed in the project that portrays result oriented working styles, attitudes and work ethics
- d) To ensure that the agreed projects are successfully carried out as per the agreed work plans
- e) Ensure that relevant technical officers are available to provide technical support and advice to Kiambu County Government
- f) To provide narrative and financial reports to Kiambu County Government on the implementation and milestones on the agreed projects
- g) To provide training, as resources allow, to any County employee, agency or department that has emergency response responsibilities.

C. Modalities of Engagement

- a) Kiambu County Government and the KRCS will maintain close liaison to facilitate coordination and cooperation in the implementation of the agreed projects and work plans.
- b) Kiambu County Government and the KRCS will keep each other advised of the actions they have taken or anticipate taking to ensure effective implementation of the agreed projects.

each other and encourage their local counterparts to do the same.

- d) Each party to this agreement will include representatives of the other in its committees and taskforces formed to mitigate, prepare for, respond to, and recover from disasters which occur within Kiambu County.
- e) Kiambu County Government and the KRCS will make every effort, through their public communication officers, once the Governor declares a disaster, to keep the public informed of their cooperative efforts and activities. Each party will also share information and material from the other party when educating the public about disaster preparedness issues through the media.
- f) Kiambu County Government and the KRCS will identify joint policy and legislative priorities and notify each of potential policy and legislation that would impact disaster preparedness, mitigation, emergency response and service delivery.

ARTICLE 7

COMPETENT AUTHORITIES

The Parties each have a vested interest in the effectiveness of this Memorandum. To facilitate this relationship, the parties have each designated a representative as follows:

- a) County Secretary, on behalf of County Government of Kiambu.
- b) Secretary General, on behalf of KRCS.

ARTICLE 8

SETTLEMENT OF DISPUTES

All disputes, claims or proceedings between the parties relating to validity, construction or performance of this Memorandum shall first be resolved through consultation between the parties, or if failing agreement, the matter shall be referred for Mediation by a Mediator jointly appointed by the Parties.

ARTICLE 9

AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding may be amended by mutual consent of the Parties. Agreed amendments shall be in writing and annexed to this MOU.

ARTICLE 10

RELATIONSHIP BETWEEN THE PARTIES

- a) Nothing contained herein shall be construed as establishing a relationship of agent and principal or master and servant between the parties. Each party is independent and shall have full control of its operations and undertakings and shall have full responsibility for activities and duties carried by it and on its behalf under this Memorandum.
- b) Nothing in this MOU or in any Annex or document or arrangement relating thereto, shall be construed or deemed as constituting a waiver of any of the privileges or immunities of either of the Parties, nor as conferring any privileges or immunities of one Party to the other or to its personnel.
- c) No Party has the authority to assume, create or incur any liability in the name of or on behalf of the other party, except as may be otherwise expressly stated herein.
- d) The parties undertake to act in good faith with respect to each other's rights and obligations under the objectives of this MOU.
- e) In the event information identified in writing as confidential is exchanged, the receiving party shall use reasonable business efforts to keep such information confidential, and shall not disclose such information to third parties.
- f) The parties recognize the impracticality of providing for every contingency, which may arise during or after the life of the MoU and hereby agree to operate fairly and without detriment to the interests of either of them.
- g) Each party remains owner of its name, logos, and other trademarks. No party may use any such trademarks without the respective owner's prior written consent.

ARTICLE 11

NOTICES

Any notice, request or consent required or permission to be given or made pursuant to this MoU 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 authorized representative at the Head Office of the party to whom communication is addressed or when sent by registered mail or fax or email to such party at the following address:

Secretary General

Kenya Red Cross Society

P.O. Box 40712-00100, Nairobi.

The County Secretary
County Government of Kiambu
P.O. Box 2344 – 00900, Kiambu
Email: info@kiambu.go.ke

ARTICLE 12

INTELLECTUAL PROPERTY

All data developed from this MOU shall be made available to each party at no charge and may be used jointly by either party. All reports of any study and research under this MoU will be treated as an output of the collaborative team effort and the logo of each party shall appear on the cover.

ARTICLE 13

ENTRY INTO FORCE AND TERMINATION

- a) This Memorandum of Understanding shall come into force immediately upon the signature of the last party of the agreement.
- b) This Memorandum of Understanding shall remain in force for a period of Five (5) years but may be terminated by either Party giving the other three months' written notice in advance of its intention to terminate it.
- c) If deemed necessary, the Parties, by written mutual consent, may decide to extend the duration of this Memorandum of Understanding.
- d) The termination of this Memorandum of Understanding shall not affect the validity and duration of any ongoing arrangements, programmes and projects undertaken under this Memorandum of Understanding, until the completion of such programmes or activities

ARTICLE 14

ASSIGNMENT

The parties may not assign this Agreement or the rights and obligations hereunder without the specific written consent of the other.

ARTICLE 15

PERIODIC REVIEW AND ANALYSIS

Representatives of the KRCS and County Government of Kiambu shall, on an annual basis, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate.

ARTICLE 16

APPOINTMENT OF A STEERING COMMITTEE

- a) The parties hereby agree to form a steering committee (steerco) for the purpose of this engagement. The committee shall consist of-
 - i. 4 persons nominated by the County Government of Kiambu
 - ii. 4 persons nominated by the KRCS
- b) The steerco shall meet not less than once every three months.
- c) The steerco shall submit a report bi-annually to the Governor and the Secretary General of KRCS for consideration by the Kiambu County Executive Committee and the KRCS National Executive Committee respectively.
- d) The steerco shall be paid allowances in line with the Salaries and Remuneration Commission guidelines.
- e) Save as provided, the steerco may regulate its own procedure.
- f) With the help of the steerco, parties shall appoint specific technical committees to spearhead implementation of identified projects.

ANNEXURE

County Government of Kiambu list of proposed areas of collaboration:

1. **Risk Assessment:** Identifying and analysing the potential risks and vulnerabilities specific to Kiambu County.
2. **Plan Development:** Crafting comprehensive disaster contingency and response plans that outline roles, responsibilities, and coordination mechanisms among various stakeholders.
3. **Capacity Building:** Training our county personnel and community members in disaster preparedness and response strategies to enhance their ability to manage emergencies effectively.
4. **Resource Mobilization:** Identifying and establishing partnerships for resource allocation and support during disaster response efforts.
5. **Community Engagement:** Developing strategies to raise awareness and educate the public on disaster preparedness and risk reduction measures while also equipping them with skills required as first line responders.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations have signed and sealed this Memorandum of Understanding in duplicate in the English language, all texts being equally authentic.

FOR AND ON BEHALF OF COUNTY GOVERNMENT OF KIAMBU (CGK)

Signed.....Date.....
H.E. GOVERNOR

WITNESSED BY:

Signed.....Date.....
COUNTY ATTORNEY



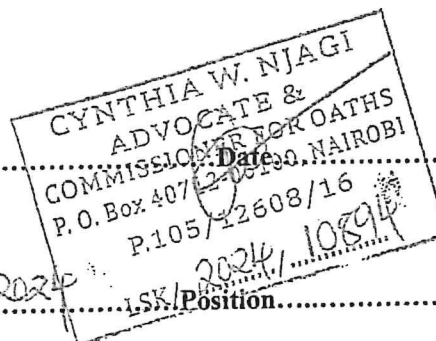
FOR AND ON BEHALF OF KENYA RED CROSS SOCIETY (KRCS)

Signed.....Date.....
SECRETARY GENERAL

WITNESSED BY:

Signed.....Date.....

Name.....Position.....



AMREF
(Annexure (3) (ii))

RE: RISE Project Inception Inbox x

Fidelina Ndunge <Fidelina.Ndunge@amref.org>
to me, Nicole, teresia, Raphaella, Lilian ▾

Dear Dr. Nicole,

As shared, Amref Health Africa is implementing the RISE Project in Kiambu, Mombasa and Nairobi Counties with a focus to strengthen inclusion, health and education for children and youth, both vulnerable and in conflict with the law.

In this regard, we request an entry meeting with the CHMT to introduce the project on a date that you are available.

Attached, find the Concept Note and the project overview PPT for your reference.

Looking forward to your response.

Thanks and kind regards,
Fidelina

 Thu, 7 Sept 2023, 22:10



AMREF
Annexure 3 (ii)

L4L Kiambu County Inception Meeting

Inbox x



Kennedy Akani <kennedy.akani@amref.org>

Tue, 4 Mar 2025, 22:16



to me, Hillary, terryshiru@yahoo.com, Paris, Aloise, Mildred, Meggie, Osman, Herbert, Alex, Elsie, Beryl

Dear Dr. Nicole,

I hope you are fine.

Following our conversation, Amref is pleased to host the County Inception Meeting for the Learning for Life (L4L) program on **11th March 2025** at Maxland Hotel- Juja Mall from 9:00 AM to 12:00 PM. This meeting will serve to formally introduce the County Health Management Team to the L4L program and align on collaborative efforts for effective implementation.

Kindly confirm any other necessary logistical arrangements to ensure a smooth and productive session.

Regards,
Kennedy Akani.

AMREF (Amexuro 3 ii)



Kenya Medical Association

NATIONAL EXECUTIVE

KMA CENTRE, CHYULU ROAD, P.O. BOX 48502 – 00100 GPO, NAIROBI - KENYA

Mobile: +254 722 275 695

Email: nec@kma.co.ke

Website: www.kma.co.ke

08th December 2025

REF: KMA/NEC/L4L/005

**Dr. Elias Maina
CEC Health
Kiambu County**

Dear Hon. Maina,

RE: INVITATION TO THE ONLINE LAUNCH OF THE LEARNING FOR LIFE PROGRAM

The Kenya Medical Association (KMA) is the umbrella professional body for Medical Doctors and Dentists in Kenya. It has a twin mandate to champion for doctors' welfare and quality healthcare. The Kenya Medical Association is a member of the World Medical Association.

The Kenya Medical Association (KMA) is pleased to invite you to the **Online Launch of the Learning for Life Program**, an initiative by **Amref Health Africa in partnership with the Mastercard Foundation**. This transformative program aims to strengthen Kenya's health workforce by equipping young healthcare professionals with leadership, advocacy, and entrepreneurship skills for a resilient and people-centered health system.

This launch will bring together stakeholders from government, health regulatory bodies, youth-led organizations, and healthcare professionals from across the country. During the session, Amref Health Africa will introduce the program vision, implementation framework, and opportunities for collaboration and participation. The event will be held on **Wednesday, 10th December 2025** from **7-8pm** via **Zoom**.

Your insights and engagement will be invaluable in shaping a strong foundation for youth-led health system transformation in Nairobi, Nakuru, and beyond. Kindly confirm your attendance by registering through the link below: <https://bit.ly/Youth4AfyaLaunch>

We look forward to your participation and partnership in advancing sustainable health workforce solutions for Kenya. Please find attached the program concept note with more information on the learning for life program.

Yours Sincerely,

Dr. Brenda Obondo

Kenya Medical Association

Chief Executive Officer

President
Dr. Simon Kigondo

Vice-President
Dr. Amos Otara

Secretary-General
Dr. Diana Marion

Assistant Secretary-General
Dr. Elizabeth Gitau

Treasurer-General
Dr. Lyndah Kemunt

Annexure 3 (ii)

UNICEF

**COUNTY GOVERNMENT OF KIAMBU
DEPARTMENT OF HEALTH SERVICES**

Telegrams: "MEDICAL", Kiambu
Website: www.kiambu.go.ke
When replying please quote
Email address: cdhkiambu@gmail.com



CHIEF OFFICER – HEALTH SERVICES
P.O. BOX 2344 - 00900
KIAMBU

Ref. No.: KCG/COH/VOL.6/037

DATE: 29th January, 2024

TO UNICEF KENYA

RE: REQUEST FOR SUPPORT FOR C-BFCI HEALTH CARE WORKERS TRAINING

Kiambu county department of health in collaboration with Nutrition International have put together funds to implement Maternal Neonatal child Health and Nutrition interventions. Under MIYCN key result area, the county plan to train HCW on CBFCI and also conduct a TOT training on the same and thereafter start implementation of BFCI in four community units within the county.

BFCI being a very intense training we request for DSA support during the training as per the attached budge to support the participants who will be leaving very late and are requested to come early for the next day's sessions.

We appreciate the continued support and looking forward to hearing from you


DR. PATRICK N. NYAGA
CHIEF OFFICER – HEALTH SERVICES
KIAMBU COUNTY

29 JAN 2024

REQUEST FOR SUPPORT TO TRAIN HCW ON BFCI

Introduction

Nutrition is a vital building block in the foundation of human health and development. Healthcare providers play a crucial role in counseling on optimal feeding for the mother and the infant. Without knowledge and skills necessary, it can be challenging for healthcare providers to offer optimal counselling and support to the mother and their families to ensure that the population is getting adequate nutrition.

Malnutrition remains a big challenge across the county with the three forms of malnutrition evident including undernutrition (underweight, stunting and wasting), micronutrient deficiency. Over nutrition (overweight and obesity) among the women of reproductive age in the County was reported at fifth highest in the country (KDHS, 2022)

County Nutrition situation

The County is 40% rural and 60% urban. Urban expansions and related benefits are uneven, and as a result, children in marginalized urban settings confront daily challenges and deprivations of their rights. Both acute and chronic food insecurity and undernutrition amongst the urban poor, especially children under 5 years of age, is a consequence. According to KDHS 2022, the rate of stunting in Kiambu is at 15.1% (47,000), underweight at 6% and wasting at 3.2%. Skilled birth attendance is reported at 98% but with a low early initiation to breastfeeding at 42% (KDHS 2022). From the baseline survey on MNCAH & Nutrition in NI-supported Counties in 2020, the Minimum Acceptable Diet (MAD) for children is at 27.8% and Minimum Dietary Diversity (MDD) at 57.2%, with 52.9% of women reported to take IFAS for at least 90 days.

Objective

1. To train health care workers on BFCI with a focus of implementing BFCI in 6 community units

Justification

Baby-Friendly Community Initiative (BFCI) for health workers training has profound impact on improving maternal and infant health outcomes within our community. This comprehensive training program will equip the health workers with the necessary skills and knowledge to support

and promote optimal maternal and infant and young child health Breastfeeding and optimal complementary feeding is a cornerstone of early childhood nutrition, providing numerous health benefits for infants, including enhanced immune system development and protection against various illnesses. By investing in this training, we will empower our health workers to effectively educate expectant mothers about the importance of breastfeeding and complementary feeding, ensuring that infants receive the best possible start in life. The support for this training aligns with our commitment to enhancing community health outcomes and improve our maternal, child health and nutrition indicators.

Budget

The county Government of Kiambu Department of Health has identified various gaps in Maternal Infant and Young Child Nutrition (MIYCN) and in collaboration with Nutrition International they had prioritized MIYCN agenda and health workers training on BFCI to improve the indicators. Through the Domestic Resource Mobilization (DRM) program, the county has allocated funds for various BFCI training and is requesting for support with DSA for the participants on a flat rate of Ksh 6,000 to enhance the training due to their intensity and therefore may require the participants to leave very late from the training. We also request for DSA for trainer additional trainers for the training.

Cost Item Description	Unit Desc	Job group	No. Units	Unit Cost	No. days	No of Freq
kRA # 1 Maternal, Infant, Young Child Nutrition (MIYCN) scaled up						
Output 1: Increased awareness on the existing MIYCN; IMNCI & ICCM policies, guidelines and strategies among county and sub county health management teams						
1.5.2 (a) Train male and female TOT HCWs across all cadres on c-BFCl and to effectively mainstream gender in the implementation of gender transformative						
conference	Venue		23	3,500	8	1
Transport allowance	Pax		20	1,000	2	1
Food demonstration expense	lumpsum		1	8,000	1	1
DSA allowance National facilitator	Pax		2	10,400	9	1
Transport allowance National facilitator	Pax		2	1,500	2	1
Resource allowance for facilitators	Pax		2	3,000	1	8
Stationery, photocopy and printing of training materials	lumpsum		1	25,000	1	1
Airtime for coordination	Airtime		1	1,000	2	1
DSA allowance 1 National and 1 county facilitator	pax	P-Q	2	14,000	9	1
DSA - Flat rate for job group K-N	pax	K-N	18	6,000	9	1
Transport allowance for one National trainer	Pax	P-Q	1	1,500	2	1
Sub Total						
1.5.2 (b) Train male and female HCWs across all cadres on c-BFCl and to effectively mainstream gender in the implementation of gender transformative BFCl initiatives.						
conference	Venue		28	3,500	6	1
Transport allowance	Pax		25	1,000	2	1
Food demonstration expense	lumpsum		1	5,000	1	1
DSA allowance National facilitator	Pax		3	10,400	7	1
Transport allowance National facilitator	Pax		2	1,500	2	1
Resource allowance for facilitators	Pax		2	3,000	6	1
Stationery, photocopy and printing of training materials	lumpsum		1	25,000	1	1
Airtime for coordination	Airtime		1	1,000	1	1
DSA allowance 1 National and 1 county facilitator	pax	P-Q	2	14,000	9	1
DSA - Flat rate for job group K-N	pax	K-N	23	6,000	9	1
Transport allowance for one National trainer	pax	P-Q	1	1,500	2	1
Sub Total						
GRAND TOTAL						

Annexure 3 (ii)
- UNICEF

COUNTY GOVERNMENT OF KIAMBU
DEPARTMENT OF HEALTH SERVICES

Telephone: Kiambu (office) +254 709 877 000
Website: www.kiambu.go.ke
Twitter: @dohkiambu
Facebook: department of health services Kiambu
When replying please quote



CHIEF OFFICER – HEALTH SERVICES
P.O. BOX 2344 - 00900
KIAMBU

Ref. No.: KCG/COH/VOL.6/318

DATE: 31st July, 2024

TO:

SHAHEEN NILOFER
COUNTRY REPRESENTATIVE
UNICEF, KENYA COUNTRY OFFICE
P.O. BOX 44145-00100,
NAIROBI, KENYA

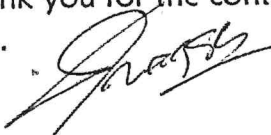
RE: REQUEST FOR SUPPORT FOR MYCN IEC MATERIALS AND BFCI REPORTING TOOLS

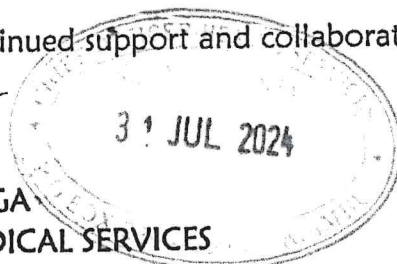
Maternal, Infant and Young Child Nutrition is critical for child health and survival. Kiambu county is currently implementing BFCI in 5 sub counties and carrying out training on MIYCN to improve Maternal infant and young child nutrition indicators in the county.

The department of Health is planning to distribute MIYCN policies in all the facilities and ensure that all BFCI sites are reporting on monthly basis. To achieve this, we are requesting for support of the following MIYCN materials.

1. 500 copies of MIYCN policies
2. 10 copies of BFCI trainer's manual
3. 10 copies of c- BFCI trainers manual
4. 200 copies of health workers participants handout
5. 100 copies of c-BFCI participants handouts
6. 200 copies of counselling cards
7. 100 copies of VAS + D policies
8. 10 CMMSG trainers' copies
9. 100 copies form 1a
10. 100 copies form 1b
11. 100 copies form 2
12. 100 copies tally sheets form 1a
13. 100 copies tally sheets form 1b

Thank you for the continued support and collaboration. Looking forward to hearing from you.


DR. PATRICK N. NYAGA
CHIEF OFFICER – MEDICAL SERVICES
KIAMBU COUNTY





REPUBLIC OF KENYA



KENYA INDUSTRIAL RESEARCH & DEVELOPMENT INSTITUTE

SIGNING OF MEMORANDUM OF UNDERSTANDING

~ BETWEEN ~

**KENYA INDUSTRIAL RESEARCH AND DEVELOPMENT
INSTITUTE (KIRDI)**

&

COUNTY GOVERNMENT OF KIAMBU



REPUBLIC OF KENYA



KENYA INDUSTRIAL RESEARCH & DEVELOPMENT INSTITUTE

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



**COUNTY GOVERNMENT
OF KIAMBU**

COUNTY GOVERNMENT OF KIAMBU

AND



KENYA INDUSTRIAL RESEARCH AND DEVELOPMENT INSTITUTE

PREAMBLE

This Memorandum of Understanding (hereinafter referred to as "MOU") is made this 12th day of June, 2025 by and between;

COUNTY GOVERNMENT OF KIAMBU one of the 47 county governments of the Republic of Kenya, established under Article 6(1), 176(1) and the First Schedule of the Constitution of Kenya 2010 and of Post Office Box Number 2344, 00900, Kiambu, Kenya; which expression shall where the context so admits include its successors in title or permitted representatives (hereinafter referred to as "CGK")

AND

KENYA INDUSTRIAL RESEARCH AND DEVELOPMENT INSTITUTE of P.O Box 30650-00100 Nairobi (hereinafter referred to as "KIRDI")

(each a "Party "and together the "Parties")

WHEREAS KIRDI is a national research institution established under the KIRDI Act 2022, and mandated to undertake Research, development and Innovation in Industrial and Allied technologies and disseminate the findings to support Industrial Development.

WHEREAS COUNTY GOVERNMENT OF KIAMBU is a County Government in Kenya established under Article 6(1), 176(1) and the First Schedule of the Constitution of Kenya 2010 which plays an important role in social economic development interests, provision of appropriate and easily accessible services throughout the county.

NOW THIS MEMORANDUM WITNESSES AS FOLLOWS;

DEFINITIONS

In this Memorandum: -

- a) "MOU" will mean and refer to this Memorandum of Understanding;

In this Memorandum: -

- a) "MOU" will mean and refer to this Memorandum of Understanding;
- b) "Parties" means the County Government of Kiambu and Kenya Industrial Research and Development Institute "Party" will mean either of them.

1. OBJECTIVE

The purpose of this MOU is to establish a framework for collaboration between the Parties and to set forth the areas of cooperation.

2. PURPOSE

The parties shall premise their relationship on equality and mutual respect for each other and shall endeavor to work together and maintain a continuous working relationship for the achievement of their common objectives.

3. AREAS OF COOPERATION

The parties aim to inter alia achieve cooperation in the following areas;

- I. Capacity building and training of SME's in industrial allied technologies in agribusiness, manufacturing and renewable energy in Kiambu County
- II. Development and transfer of industrial technologies to support industrial development within Kiambu County;
- III. Capacity building and training of County Government of Kiambu staff on matters related to industrial development;
- IV. Capacity building and training of entrepreneurs within Kiambu County on industrial development skills and competences;
- V. Climate change mitigation measures especially in areas of but not limited to clean energy cooking enterprises; and
- VI. Provision of technological assistance to County Government of Kiambu on establishment of County Integrated Agro-Industrial Parks.

4. PRINCIPLES OF COLLABORATION

The Parties enter into this MOU guided by mutual respect for each other, mindful that each is independent of the other, and in this regard, each party shall respect the mission and mandate of the other.

This MOU is not legally binding, but is meant to express a strong commitment by the parties to collaborate on mutual interests and objectives.

5. ADMINISTRATION OF THE MOU

The MOU shall be administered by a Joint Management Committee (JMC). Each of the Institutions shall appoint two of its representatives to the Committee. The role of the JMC shall be:

- i) To work out a mechanism of reviewing and evaluating the impact of the MOU every year and at the end of the MOU duration.
- ii) To monitor implementation of any on-going activities by evaluating progress reports of the steering committees that are running the activities.
- iii) To advise both institutions on available areas of collaboration.

6. SPECIFIC SUBSIDIARY AGREEMENTS

Specific activities to be conducted under this MOU will be identified, developed and implemented jointly by the parties through specific agreements. Where such activities are identified, the agreements shall be annexed to this MOU and shall constitute and be read fully as part of the MOU.

Any agreement or agreements entered into pursuant to the above shall specify at least the following details: -

- a. Nature of the respective activity.
- b. Objectives and duration of the activity.
- c. Terms of reference of the actions to be undertaken by each party
- d. All financial terms and conditions applicable to each party.
- e. Any other provisions as may be applicable in the specific circumstances.
- f. Each subsidiary agreement shall be signed by the authorized officers of the Parties or their duly authorized representatives.

7. INDEPENDENCE AND LIABILITY OF THE PARTIES

This MOU shall not be deemed to create any joint venture, joint liability partnership, association or company of any sort between the parties, nor shall any party be deemed an agent of the other. The parties shall be independent of each other and the relationship between them shall be that of two independent contractors. Each party shall be responsible for its own actions and omissions and shall indemnify the other party in respect of any loss, claim or damage suffered as a result of its negligence, willful conduct, breach of or omissions under the MOU.

8. GOOD FAITH AND FAIRNESS

The parties undertake to act in good faith with respect to each other's rights and obligations under the objectives of this MOU.

The parties, their representatives and personnel shall not, either during or after the term of this MOU, disclose any proprietary information relating to the undertaking by both parties and each other's operation without the consent of the other party.

The parties recognize the impracticability of providing for every contingency, which may arise during or after the life of the MOU and hereby agree to operate fairly and without detriment to the interests of either of them.

The parties shall exchange all necessary documents and keep each other informed of any changes thereafter.

9. INSURANCE

Each party shall ensure that the insurance arrangements applicable to its operational business activities shall extend to the activities undertaken by its employees in conjunction with this MOU.

10. LIABILITIES AND INDEMNITY

Each Party shall be solely responsible for payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this MOU.

Each Party agrees to indemnify the other party against, and to hold it harmless from any claim for damages, demand for performance or any other matter or thing arising out of any act or omission of such party, its employees or agents with respect to this MOU including all claims, loss costs, damages and expenses, including advocate's fees made against or incurred by the other party in any proceedings instituted against such party in connection with the acts or omissions of the other party as the case may be under this MOU.

11. EFFECTIVE DATE

This MOU shall become effective on execution.

12. DURATION OF THE MOU

The duration of the MOU shall be a period of five (5) years from the date of execution. The MOU shall be subject to review at least once every year for monitoring and evaluation purposes.

13. ASSIGNMENT

Neither party shall assign, transfer, pledge or make other disposition of the benefits of this MOU or any part thereof, or any of its rights, claims or obligations under this MOU except with prior written consent of the other party.

Except as expressly provided herein none of the terms of this MOU are intended to confer any benefit to any third party and the terms of this MOU may only be enforced by the parties hereto.

14. CONFIDENTIALITY AND ANNOUNCEMENTS

14.1 Each party shall keep confidential and shall not disclose to any other person, nor use for any purpose except the purposes of the collaboration any information obtained from the other party as a result of negotiating, entering into or implementing the collaboration other than information which: -

- a) Is required to be disclosed by operation of law or by any binding judgment or order or any requirement of a competent authority.

- b) Is reasonably required to be disclosed in confidence to a party's professional advisers for use in connection with the collaboration and/or matters contemplated herein.
- c) Is or comes into within the public domain (otherwise that through the default of the recipient party)

14.2 No public announcement or press release in connection with the subject matter of this MOU shall be made or issued by or on behalf of either party without the prior approval of the other, except such as may be required by law or by any governmental authority.

14.3 Each party shall take all reasonable precautions to ensure that this MOU and/or the information contained herein shall not be disclosed to third parties, unless otherwise agreed in writing between the parties.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Neither party anticipates a situation arising from this partnership which will require the transfer or exchange or use of the other party's intellectual property rights. On that basis nothing in this MOU transfers any intellectual property rights between the parties.

15.2 In case of intellectual property rights arising from collaborative activities under this MOU, both parties shall be required to enter into a collaborative agreement which should contain:

- a) Joint obligations of the parties;
- b) Description of each party's role in particular collaborative activity;
- c) Provision on who owns the intellectual property emerging from the joint activities;
- d) Allocation of financial returns from the use or license of the intellectual property and payment terms.

15.3 If any situations requiring transfer of intellectual property rights arise, the parties will enter into an agreement at that time to deal with those situations.

The t
For the avoidance of doubt neither party is permitted to use any posters, labels, packaging, photographs, marketing or educational materials or any other document bearing the party emblem, brand name or logo of the other party following termination of this MOU or beyond a time otherwise specified in the respective definitive agreements.

16. GOVERNING LAW

This Memorandum of Understanding shall be governed by the laws of Kenya.

17. CONFLICT

In the event of a conflict between the terms hereof and the terms of the definitive legal agreements, the terms of the definitive legal agreements shall prevail.

18. AMENDMENTS

This MOU may be amended in writing from time to time upon the mutual agreement of the Parties; provided, however, that any modification, amendment, or supplement to this MoU will only be considered binding where it is signed by a duly authorized representative of each Party.

19. DISPUTE RESOLUTION

The Parties will use their best efforts to identify any conflict and deal with this in an appropriate manner. Any disputes, controversy or claim arising out of, or relating to this MOU shall first be settled by negotiation before exploring other formal channels.

20. TERMINATION

Either party may terminate this MOU at any time by serving a 30 days' notice of termination in writing on the other party save that either party may terminate this MOU in writing with immediate effect if one party in its absolute discretion determines that association with the other party will adversely affect the status, reputation or neutrality of the first party.

The termination of this MOU also terminates any definitive legal agreements relating to specific projects that the parties may enter into under this MOU.

In the event of such termination of the MOU any on-going activity under the collaboration shall be dealt with as shall be mutually agreed by the two institutions. In the event of an early termination of this MOU the activities hereunder shall be brought to a prompt and orderly conclusion. Each party shall immediately cease use of the other party's name, Logo, trademark and/or other association.

The termination of this MOU shall not affect any activities undertaken or any rights, obligations or liabilities accrued by either of the parties prior to the termination.

21. FORCE MAJEURE

If at any time during this MOU it becomes impossible for one of the parties to fulfill its obligations for reasons beyond its control the party must notify the other party of the existence of force majeure. The party submitting such notification is released from its obligations for as long as the force majeure continues to exist. If the force majeure continues to subsist for a period of 60 days and either party believes that the success of the project is threatened for reasons beyond its control, it is entitled to terminate the project with the obligation to inform the other party in writing as soon as possible.

22. ENTIRE MOU

This MOU supersedes all other MOUs whether written or oral between County Government of Kiambu and KIRDI in relation to this initiative. The parties acknowledge and warrant to each other that they are not entering into this MOU in reliance upon any representation not expressly set out herein.

23. PARTICIPATION IN SIMILAR ACTIVITIES

This MOU in no way restricts the parties from engaging in similar activities with other Public or Private Organizations, Agencies and individuals.

24. FINANCIAL RESOURCES

The conduct of activities under this MOU shall be subject to the availability of funds and other resources of the parties.

25. CONTACT PERSONS

All notices required or permitted under this MOU shall be in writing and delivered by confirmed email, confirmed facsimile transmission or by certified mail, and in each instance shall be deemed given upon receipt. All communications shall be sent to:

For the County Government of Kiambu:

The County Secretary

County Government of Kiambu

P.O. Box 2344-00900

Kiambu.

Email: info@kiambu.go.ke

For KIRDI:

The Director General

Kenya Industrial Research and Development Institute

P.O. Box 30650-00100

Nairobi.

Tel: 0722214092

Email:directorgeneral@kirdi.go.ke

IN WITNESS WHEREOF the duly appointed representatives of the Parties have executed this MOU the day and year first before written.

Signed by.....

H.E DR. PAUL KIMANI WAMATANGI
THE GOVERNOR

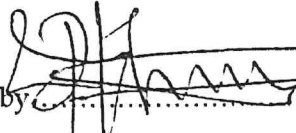
Duly authorized for and on behalf of

COUNTY GOVERNMENT OF KIAMBU

12/6/25.

In the presence of:

County Attorney-County Government of Kiambu

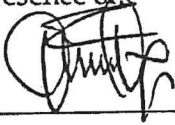
Signed by: 
DR. ING. CALVIN ONYANGO

DIRECTOR GENERAL/CEO

Duly authorized for and on behalf of

KENYA INDUSTRIAL RESEARCH AND DEVELOPMENT INSTITUTE

In the presence of:


Corporation Secretary/Director Legal Services.

JICA
Annexure 3 (iii)

RECORD OF DISCUSSIONS

FOR

THE PROJECT FOR PROMOTING CIRCULAR MODEL OF
ENVIRONMENTALLY SOUND SOLID WASTE MANAGEMENT IN URBAN
AREAS

AGREED UPON BETWEEN

THE MINISTRY OF ENVIRONMENT, CLIMATE CHANGE AND FORESTRY

AND

THE AUTHORITIES CONCERNED OF THE GOVERNMENT OF THE
REPUBLIC OF KENYA

OF

THE REPUBLIC OF KENYA

AND

JAPAN INTERNATIONAL COOPERATION AGENCY

Dated October 26, 2023

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Based on the minutes of meetings on the Detailed Planning Survey for the Project for Improvement of Waste Management and Promotion of a Sound Material-Cycle Society (hereinafter referred to as "the Project") signed on August 22th, 2023 between the Ministry of Environment, Climate Change & Forestry and the authorities concerned of the Government of the Republic of Kenya (hereinafter referred to as "the Counterpart") and the Japan International Cooperation Agency (hereinafter referred to as "JICA"), JICA held a series of discussions with the Counterpart and relevant organizations to develop a detailed plan of the Project.

The purpose of this record of discussions (hereinafter referred to as "the R/D") is to establish a mutual agreement for its implementation by both parties and to agree on the detailed plan of the Project as described in the followings and the Annex1, 2, which will be implemented within the framework of the Agreement on Technical Cooperation signed on April 29th, 2004 (hereinafter referred to as "the Agreement") and the Note Verbales exchanged on June 27th, 2023 between the Government of Japan and the Government of the Republic of Kenya.

The Counterpart will be responsible for the implementation of the Project in cooperation with JICA, coordinate with other relevant organizations and ensure that the self-reliant operation of the Project is sustained during and after the implementation period in order to contribute toward social and economic development of the Republic of Kenya.

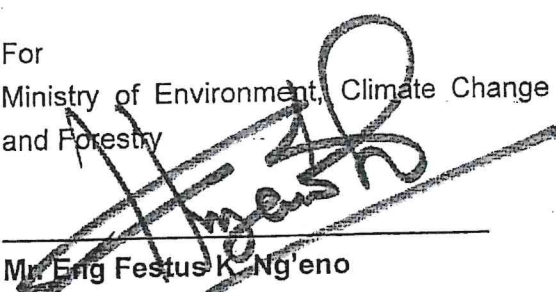
Both parties also agreed that the Project will be implemented in accordance with the "Basic Principles for Technical Cooperation" published in January, 2022 (hereinafter referred to as "the BP"), unless other arrangements are agreed in the R/D.

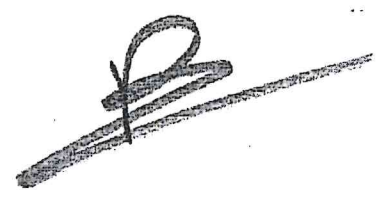
The R/D is delivered at Nairobi as of the day and year first above written. The R/D, except Annex 3 to 7 may be amended by a minutes of meetings between both parties. The minutes of meetings will be signed by authorized persons of each side who may be different from the signers of the R/D.

For
JAPAN INTERNATIONAL
COOPERATION AGENCY


Mr. Iwama Hajime
Chief Representative
JICA Kenya Office

For
Ministry of Environment, Climate Change
and Forestry


Mr. Eng Festus K. Ng'eno
Principal Secretary
Ministry of Environment, Climate Change
and Forestry



Witnessed by

Mr. David Kuria

County Executive Committee Member
Department of Water, Environment and
Natural Resources
Kiambu County

Mr. Ibrahim Auma Nyangoya

County Executive Committee Member
Department of Green Nairobi (Environment,
Water, Food and Agriculture)
Nairobi City County

Mr. Francis Thoya

Deputy Governor and County Executive
Committee Member
Department of Water, Natural Resources
and Climate Change Resilience
Mombasa County

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- Annex 1 Project Description
- Annex 2 Main Points Discussed
- Annex 3 Project Design Matrix (PDM)
- Annex 4 Plan of Operation (PO)
- Annex 5 Implementation Structure
- Annex 6 List of Proposed Members of Joint Coordinating Committee
- Annex 7 Monitoring Sheet
- Annex 8 JICA's approach toward social change process of waste management sector

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PROJECT DESCRIPTION

(1) Title of the Project

The project for promoting circular model of environmentally sound solid waste management in urban areas

(2) Overall Goal

Material recovery society is promoted in Kenya

(3) Project Purpose

A material recovery system in the urban areas of Kenya is established

(4) Period of the Project

The duration of the Project will be 5 years (60 months). The project will be officially commenced when the Japanese experts firstly arrives in Kenya to start their activities, after this R/D is signed.

(5) Implementing Agency

Ministry of Environment, Climate Change and Forestry (hereinafter referred to as "MoECCF"),
National Environment Management Authority (hereinafter referred to as "NEMA")

(6) Project Inputs (Japanese Side, any important inputs)

1) JICA Experts

- Chief Advisor/ Waste Management 1
- Waste management 2
- Short-term Experts (Circular economy, Waste collection and transportation, and Financial management)

2) Expenses related JICA experts and project activities

(7) Environmental and Social Considerations (C)

(under the 'JICA Guidelines for Environmental and Social Considerations (January 2022)')

A handwritten signature, possibly 'R', is written over a horizontal line. Below the line, there are some smaller, less distinct handwritten marks or initials.

MAIN POINTS DISCUSSED

1. Annex 3 to 7

Both parties agreed on the contents of Annex 3 to 7, which is categorized as references of the R/D. Both parties further agreed that the contents of Annex 3 to 7 may be modified by mutual confirmation such as determination of monitoring sheets or minutes of meetings usually after Joint Coordinating Committee.

2. Environmental and Social Considerations

With regard to the Section 10.1 of the BP, the Project is likely to have minimal adverse impact on the environment and society under the 'JICA Guidelines for Environmental and Social Considerations (January 2022)'.

JICA explained that the Project has the potential to contribute to mitigate climate change, and the Project will take necessary measure.

3. Gender Equality and Women's Empowerment

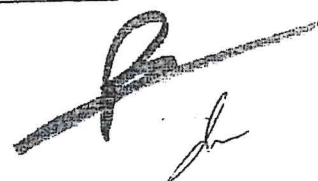
Both parties confirmed that activities to promote gender equality and women's empowerment should be duly practiced for the Project implementation.

4. Other points discussed

(1) Counterpart to JICA Experts (hereinafter referred to as "C/P")

Both sides agreed that C/P personnel from the Ministry of Environment, Climate Change and Forestry (hereinafter referred to as "MoECCF") and National Environment Management Authority (hereinafter referred to as "NEMA") are assigned to the Project as a following table.

Counterparts	Organization/Position	Roles
Project Director	Principal Secretary, MoECCF	Overall management and monitoring of the Project such as review of annual work plans, budget plans, monitoring report prepared by the Project Manager.
Project Manager	Director General, NEMA	Management of all project activities such as budget



		plans, monitoring the progress at the project sites.
Deputy Project Managers	1) Director, Environmental Enforcement Directorate, NEMA 2) Director, Waste Management and Pollution Control Directorate, MoECCF	Management activities of all pilot projects Reporting progress of the project activities to Project Manager
Pilot Project Coordinators	Each county officers	Management activities of each pilot project Reporting progress of each pilot project to Project Manager and Deputy Project Manager

(2) Assignment of C/P personnel

JICA requested that MoECCF and NEMA shall assign the C/P personnel to conduct the project activities as following:

- The technical person(s) who coordinate(s) with other domestic institutions to promote EPR
- The technical person(s) who compile(s) the achievements, challenges, lessons learned and recommendations from the pilot projects (Output1, 2, and 3)

(3) Relevant Organizations

The Project will closely work together with relevant ministries and organizations in order to implement the Project in an effective and efficient manner. Both sides agreed the relevant organizations as follows may participate in the JCC:

- Nairobi City County (hereinafter referred to as "Nairobi")
- Kiambu County (hereinafter referred to as "Kiambu")
- Mombasa County (hereinafter referred to as "Mombasa")



- Kenyan Bureau of Standards (hereinafter referred to as "KEBS")
- Ministry of Trade, Investment and Industry (hereinafter referred to as "MITI")
- Producer responsibility organizations (hereinafter referred to as "PRO")
- Private Entities (recycling and collection business)

These participating organizations will designate their staff who are expected to participate in the Project activities as necessary. During the Project implementation, participating organizations and members may be amended according to the decision made by the Project JCC.

(4) Coordination among development partners

As there are several development partners working on the area of waste management in Kenya such as UN-Habitat, World Wildlife Fund (hereinafter referred to as "WWF"), Danish Government and European Investment Bank, both sides recognized the necessity of coordinating activities among such organizations to maximize the effect of each project and avoid duplication of the activities.

(5) Selection of the Pilot Projects

Both sides agreed that the Pilot Projects sites will be selected in Nairobi (Output1), Mombasa (Output2), and Kiambu (Output3).

Both sides also agreed that pilot site will be selected on the following criteria. The sites are tentative at this time and are possibly changed as the project progress. The following criteria will be finalized through the Project activities within six (6) months after the Project begins. By using these criteria, the selection on pilot site will be finalized by the Project Manager.

[Output1: Promoting material recovery]

- The significant potential to become a good practice of material recovery collaborating among private sector, private entities, and informal sector that can be utilized for other urban areas is verified.

[Output2: Promotion material recovery by utilizing Material recovery facility (hereinafter referred to as "MRF")]

- Land and building for MRF are secured.
- The sustainability of operating and maintaining MRF is verified.



[Output3: Promoting landfill management]

- The availability of heavy equipment, materials for landfill management is secured.
- The continuous assignment of technical staff such as operators of heavy equipment is secured.
- The capability to continuously expend personnel costs for technical staff and maintenance costs for heavy equipment is verified.

(6) Counterpart Budget for the project activities

Both sides agreed that Kenyan side shall secure the necessary budget for the project activities such as C/P's domestic travel expenses to visit pilot project sites.

(7) The role of C/P

Both sides agreed that MoECCF and NEMA, as the primary counterpart agency implementing the Project, shall be responsible to manage and monitor the progress of the Project, and coordinate with the relevant department and other agencies, such as following.

- i. C/P will develop manual and conduct trainings to promote material recovery, as compiling the achievements, challenges and lessons through the pilot project with the county government, as described in Output 1.
- ii. C/P will develop manual and conduct trainings to promote proper utilization of MRF, as compiling the achievements, challenges and lessons through the pilot project with the county government, as described in Output 2.
- iii. C/P will conduct trainings to promote improvement of landfill site, as compiling the achievements, challenges and lessons through the pilot project with the county government, as described in Output 3.
- iv. C/P will coordinate with relevant institutions, county governments and other donor agencies to share the result of each pilot project, as described in Output 4.

(8) The role of JICA

The team explained that JICA will support the C/P with the necessary assistance for the implementation of project activities to achieve the project goal, such as the following.

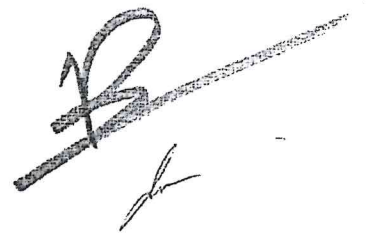
- i. Long-term experts such as Solid Waste Management Advisor

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- ii. Short-term expert such as Circular Economy, Waste Collection and Transportation, and Financial Management
- iii. Local expert such as Analyst of recycle industry
- iv. Equipment for the implementation of the project activities
- v. JICA experts shall support the implementation of seminars and workshops to disseminate the good practice for circular model and environmentally sound waste management.
- vi. JICA shall participate in meetings with other development partners to share the project progress and optimize impacts with partners' projects.

(9) Monitoring and Evaluation of the Project

Both sides confirmed that, during the implementation of the Project, the Counterpart from the Kenyan side and JICA Experts will jointly and regularly monitor the progress of the Project through the monitoring sheets shown in Annex 7 of the draft R/D based on PDM and PO in every six (6) months, while Joint Coordinating Committee (hereinafter JCC) will conduct overall evaluations of the Project. The Monitoring and Evaluation procedure is stipulated in Section "VI. Monitoring and Evaluation" in Basic Principles, and the Kenyan side agreed to undertake necessary actions for addressing them.

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Annex 3 Project Design Matrix (PDM)

Project Title: The project for promoting circular model of environmentally sound solid waste management in urban areas
Implementing Agency: Ministry of Environment, Climate Change and Forestry (MOECCF), National Environment Management Authority (NEMA)
Target Group: Government officials of MOECCF, NEMA and County, Members of PRO, CBO, Private recycler
Period of Project: 2024 to 2029 (60 months)
Project Site: Nairobi, Mombasa, Kiambu

Version 0

Dated on

Narrative Summary	Objectively Verifiable Indicators	Means of Verification	Important Assumption
Overall Goal Material recovery society is promoted in Kenya	- The collection rate of target waste increase by XX% compared to XX year in target cities. - The recycling rate of target waste increase by XX% compared to XX year in target cities. - Policy measure for promoting material recovery and data management of target cities are implemented. - Environmentally sound management of MRF is established in urban area.	Report by the Government of Kenya	
Project Purpose A material recovery system in the urban areas of Kenya is established	- Recyclable waste is increase XX % through proper segregation in accordance with downstream channel. - The collection rate of target waste increase by XX% compared to XX year in target cities. - The recycling rate of target waste increase by XX% compared to XX year in target cities. - MRF is established and operated in environmentally sound manner. - Final disposal site is operated in environmentally sound manner.	- Project Report - Baseline Survey Report - Endline Survey Report	Waste management policy and legal framework led by the Government of Kenya is not drastically changed.
Outputs			
Output 1 Appropriate method for promoting material recovery in Nairobi city is evaluated and established through the pilot project	- List of good practices is developed. - More than XX types of recyclable waste are identified. - Taskforce meetings are held more than XX times, and more than XX relevant agencies are participated - Trainings are conducted more than XX times for the relevant stakeholders including county government officials and more than XX people participate. - Recommendations are compiled	- Project Report - List of good practices	- Security of the target area does not deteriorate. - Major organizational restructuring and frequent transfers of counterpart personnel do not occur.
Output 2 Appropriate method to utilize Material Recovery Facility (MRF) in Mombasa county is evaluated and established through the pilot project	- More than XX types of recyclable waste are identified. - Taskforce meetings are held more than XX times, and more than XX relevant agencies are participated - Trainings are conducted more than XX times and more than XX people participate. - Recommendations are compiled	- Project Report - Model Project Activity Report - Training records	
Output 3 Appropriate method for material recovery from landfill is promoted in Kiambu county through the pilot project	- A long term plan for Kangoki dumpsite is formulated. - Guidelines are developed - Dialogues with Informal sector/private operators are conducted more than XX times. - Taskforce meetings are held more than XX times, and more than XX relevant agencies are - Trainings for central/local government officials are conducted more than XX times, and more than XX people participate.	- Project Report - A long term plan of Kangoki dumpsite - Training records	
Output 4 Experiences for environmentally sound waste disposal and material recovery in the pilot cities are shared among urban cities of Kenya	- Workshops are held XX times, and stakeholders in each target city make XX or more presentations. - A regional-level network is established. - More than XX working groups based on the action plan are established.	- Project Report - Workshop records	
Activities	The Japanese Side	The Kenyan Side	Important Assumption
0-1 Develop plans for baseline survey and endline surveys, including survey items, scope and method.	1) Long-term expert - Chief Adviser/ Waste Management 1 - Waste Management 2 2) Short-term expert - Circular Economy - Waste Collection and Transportation - Financial Management	1) Project Director 2) Project Manager 3) Relevant counterpart 4) Office space at NEMA 5) Facilities and equipment as necessary 6) Land for the construction of MRF and permission/ permits /EIA as necessary 7) Operational costs as necessary	
0-2 Conduct the baseline survey and summarize the results.			
0-3 Conduct the endline survey and summarize the results.	3) Training in Japan/ Third country 4) Necessary equipment 5) Operational cost as necessary		
1-1 Collect and analyze data and information on Nairobi City.			
1-2 Determine the target area for the pilot project.			
1-3 Analyze and identify the target recyclable waste and verify the necessity of MRF.			
1-4 Develop a plan for the pilot project and approved by taskforce.			
1-5 Conduct the pilot project in accordance with the plan approved by taskforce.			
1-6 Support environmental awareness raising activities including waste segregation at source			

1-7 Develop manual and provide trainings to relevant stakeholders and county government officials.		
1-8 Monitor the pilot project and identify the challenge.		
1-9 Hold taskforce meeting.		
1-10 Compile the achievements, challenges, lessons learned and recommendations for the establishment of a material recovery system in Nairobi City.		
2-1 Collect and analyze data and information on Mombasa County.		
2-2 Determine the target area for the pilot project.		
2-3 Analyze and identify the target recyclable waste and verify the necessity of MRF.		
2-4 Develop a plan for the pilot project and approved by taskforce.		
2-5 Conduct the pilot project in accordance with the plan approved by taskforce.		
2-6 Support environmental awareness raising activities including waste segregation at source.		
2-7 Support developing manual and guidelines MRF		
2-8 Hold taskforce meeting.		
2-9 Compile the achievements, challenges, lessons learned and recommendations for the establishment of a material recovery system in Mombasa County.		
3-1 Develop a facility management plan for the entire dumpsite including improvement of the existing facilities, utilization of the Fukuoka method cell, and expansion plans.		
3-2 Conduct the pilot project for improving the existing infrastructure and technology.		
3-3 Promote waste delivery to the Fukuoka method cell, and conduct monitoring of leaching water, landfill gas, etc.		
3-4 Develop an project plan for improving the efficiency of material recovery at the final disposal site through dialogue with the informal sector and private companies.		
3-5 Implemented the pilot project for improving the efficiency of material recovery at the final disposal and compile the information necessary for evaluation and identification of issues.		
3-6 Conduct trainings for National / county government officials to improve the management of final disposal sites and to disseminate the Fukuoka method.		
4-1 Establish a network at regional level and develop the action plans to disseminate the model project for proper disposal of waste and material recovery.		
4-2 Set up the thematic working groups in Kenya to promote waste management/material recovery based on the action plan.		
4-3 Conduct collaborative actions for proper waste disposal/material recovery with ACCP, including related donors, private companies.		
4-4 Share the results and challenges through the activities of each working group among stakeholders, and compile recommendations for promoting material recovery in Kenya.		
4-5 Provide support for organizing workshops based on the themes of each working group (e.g., Promotion of WaCT surveys in collaboration with UNH / Maintenance management training for Fukuoka Method model sites).		
4-6 Capture and analyze the data obtained from Output 1-3		
4-7 Hold workshops to share the experience and lessons learned from the pilot projects in Output 1-3 among the urban cities of Kenya.		
4-8 Conduct public relation activities.		

Annex 4 Tentative Plan of Operation (PO)

Project Title: The project for promoting circular model of environmentally sound solid waste management in urban areas

Version 0
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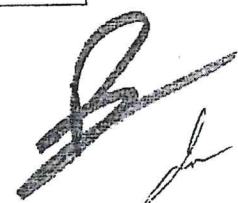
Project Title: The Project for promoting circular model of environmentally sound solid waste management in urban areas		Version 0 Dated on																				Monitoring					
Inputs		Year	2024				2025				2026				2027				2028				Remarks	Issue	Solution		
			I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV					
Expert		Plan																									
Chief Adviser/Waste Management 1		Actual																									
Waste Management 2		Plan																									
Circular Economy		Actual																									
Waste Collection and Transportation		Plan																									
Financial Management		Actual																									
Equipment		Plan																									
TBD		Actual																									
Training In Japan		Plan																									
TBD		Actual																									
In-country/Third country Training		Plan																									
TBD		Actual																									
1-3 Analyze and identify the target recyclable waste and verify the no		Year	2024				2025				2026				2027				2028				Responsible Organization		Achievements	Issue & Countermeasures	
Sub-Activities			I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	Japan	Kenya			
1-3 Conduct the pilot project in accordance with the plan approved by taskforce.																											
0-1 Develop plans for baseline survey and endline surveys, including survey items, scope, and methods		Plan																						JICA	MOECCEP		
		Actual																							NEMA		
0-2 Conduct the baseline survey and summarize the results.		Plan																						JICA	MOECCEP		
		Actual																							NEMA		
0-3 Conduct the endline survey and summarize its results.		Plan																						JICA	MOECCEP		
		Actual																							NEMA		
Output 1: Appropriate method for promoting material recovery in Nairobi city is evaluated and established through the pilot activity																											
1-1 Collect and analyze data and information on Nairobi City.		Plan																						JICA	Nairobi City		
		Actual																							Nairobi City		
1-2 Determine the target area for the pilot project.		Plan																						JICA	Nairobi City		
		Actual																							Nairobi City		
1-3 Analyze and identify the target recyclable waste and verify the necessity of MRF.		Plan																						JICA	Nairobi City		
		Actual																							Nairobi City		
1-4 Develop a plan for the pilot project and approved by taskforce.		Plan																						JICA	Nairobi City		
		Actual																							Nairobi City		
1-5 Conduct the pilot project in accordance with the plan approved by taskforce.		Plan																						JICA	Nairobi City		
		Actual																							Nairobi City		
1-6 Support environmental awareness raising activities including waste segregation at source.		Plan																						JICA	Nairobi City		
		Actual																							Nairobi City		
1-7 Develop manual and provide trainings to relevant stakeholders and county government officials		Plan																						JICA	Nairobi City		
		Actual																							Nairobi City		
1-8 Monitor the pilot project and identify the challenge.		Plan																						JICA	Nairobi City		
		Actual																							Nairobi City		
1-9 Taskforce meeting		Plan																						JICA	Nairobi City		
		Actual																							Nairobi City		
1-10 Compile the achievements, challenges, lessons learned and recommendations for action plan of the county government for establishment of a material recovery system in Nairobi.		Plan																						JICA	Nairobi City		
		Actual																							Nairobi City		

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Output 2: Appropriate method to utilize material recovery facility (MRF) in Mombasa county is evaluated and established through the pilot activity								
2-1 Collect and analyze data and information on Mombasa County.				Plan	JICA	Mombasa County		
				Actual				
2-2 Determine the target area for the pilot project.				Plan	JICA	Mombasa County		
				Actual				
2-3 Analyze and identify the target recyclable waste and verify the necessity of MRF.				Plan	JICA	Mombasa County		
				Actual				
2-4 Develop a plan for the pilot project and approved by taskforce				Plan	JICA	Mombasa County		
				Actual				
2-5 Conduct the pilot project in accordance with the plan approved by taskforce.				Plan	JICA	Mombasa County		
				Actual				
2-6 Support environmental awareness raising activities including waste segregation at source.				Plan	JICA	Mombasa County		
				Actual				
2-7 Support developing manual and guidelines MRF				Plan	JICA	Mombasa County		
				Actual				
2-8 Hold taskforce meeting.				Plan	JICA	Mombasa County		
				Actual				
2-9 Compile the achievements, challenges, lessons learned and recommendations for the establishment of a material recovery system in Mombasa County.				Plan	JICA	Mombasa County		
				Actual				
Output 3: Appropriate method for material recovery from landfill is promoted in Kiambu county through the pilot activity								
3-1 Develop a facility management plan for the entire dumpsite including improvement of the existing facilities, utilization of the Fukusaka method cell, and expansion plans.				Plan	JICA	Kiambu County		
				Actual				
3-2 Conduct the pilot project for improving the existing infrastructure and technology.				Plan	JICA	Kiambu County		
				Actual				
3-3 Promote waste delivery to the Fukusaka method cell, and conduct maintenance of leaching water, landfill gas, etc.				Plan	JICA	Kiambu County		
				Actual				
3-4 Develop an project plan for improving the efficiency of material recovery at the final disposal site through dialogue with the informal sector and private companies.				Plan	JICA	Kiambu County		
				Actual				
3-5 Implement the pilot project for improving the efficiency of material recovery at the final disposal and compile the information necessary for evaluation and identification of issues.				Plan	JICA	Kiambu County		
				Actual				
3-6 Conduct trainings for National / county government officials to improve the management of final disposal sites and to disseminate the Fukusaka method.				Plan	JICA	Kiambu County		
				Actual				
Output 4: Experiences for environmentally sound waste disposal and material recovery in the pilot cities are shared among urban cities of Kenya								
4-1 Establish a network at regional level and develop the action plans to disseminate the model project for proper disposal of waste and material recovery.				Plan	JICA	MOECCF NEMA		
				Actual				
4-2 Set up the thematic working groups in Kenya to promote waste management/material recovery based on the action plan.				Plan	JICA	MOECCF NEMA		
				Actual				
4-3 Conduct collaborative actions for proper waste disposal/material recovery with AGCP, including related donors, private companies.				Plan	JICA	MOECCF NEMA		
				Actual				
4-4 Share the results and challenges through the activities of each working group among stakeholders, and compile recommendations for promoting material recovery in Kenya.				Plan	JICA	MOECCF NEMA		
				Actual				
4-5 Provide support for organizing workshops based on the themes of each working group (e.g., Promotion of WAct surveys in collaboration with UNH / Maintenance management training for Fukusaka Method model sites).				Plan	JICA	MOECCF NEMA		
				Actual				
4-6 Capture and analyze the data obtained from Output 1-3				Plan	JICA	MOECCF NEMA		
				Actual				
4-7 Hold workshops to share the experience and lessons learned from the pilot projects in Output 1-3 among the urban cities of Kenya.				Plan	JICA	MOECCF NEMA		
				Actual				
4-8 Conduct public relation activities.				Plan	JICA	MOECCF NEMA		
				Actual				

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Community

Annex 6 List of Proposed Members of Joint Coordinating Committee

1. Joint Coordinating Committee

1) Function

The Joint Coordinating Committee will be held at least once a year and whenever the necessity arises, in order to fulfill the following functions:

- a. To approve the annual plan of operation of the Project;
- b. To review and exchange opinions on major issues that may arise during the implementation of the Project;
- c. To discuss any other issue(s) pertinent to the smooth implementation of the Project.

2) Members

Kenyan Side

- Principal Secretary, MOECCF (Project Director)
- Director General, NEMA (Project Manager, as a Chairperson)
- Director of Waste Management and Pollution Control Directorate, MoECCF (Deputy Project Manager)
- Director of Environmental Enforcement Directorate, NEMA (Deputy Project Manager)
- Representatives from MITI, KEBS
- Representatives from Nairobi, Mombasa and Kiambu County Government
- Personnel from the Counterpart
- Others, as necessary

Japanese side

- Chief Representative, JICA Kenya Office
- JICA Chief Advisor and Experts
- Others as necessary

Note: Representative (s) of the Embassy of Japan may attend the JCC.

Relevant entities cooperating with the Project

- Producer Responsibility Organizations (PRO)
- NGOs
- Private Entities
- Development Partners
- Others as necessary

Note: The members delegate PD's substitutes to perform the responsibility in the Joint Coordinating Committee in the case of PD's absence.



TO CR of JICA KENYA OFFICE

Project Monitoring Sheet

Project Title : The project for promoting a better model of environmentally sound solid waste management in urban areas

Version of the Sheet: Ver.●● (Term: month, Year - Month, Year)

Name:

Title: Project Director

Name:

Title: Chief Advisor

Submission Date:

I. Summary

1 Progress

1-1 Progress of Inputs

1-2 Progress of Activities

1-3 Achievement of Output

1-4 Achievement of the Project Purpose

1-5 Changes of Risks and Actions for mitigation

1-6 Progress of Actions undertaken by JICA

1-7 Progress of Actions undertaken by Gov. of ●●

1-8 Progress of Environmental and Social Considerations (if applicable)

1-9 Progress of Considerations on Gender/Peace Building/Poverty Reduction, disability, disease infection, social system, human wellbeing, human right, and gender equality (if applicable)

1-10 Other remarkable/considerable issues related/affect to the project (such as other JICA's projects, activities of counterparts, other donors, private sectors, NGOs etc.)

2 Delay of Work Schedule and/or Problems (if any)

2-1 Detail

2-2 Cause

2-3 Action to be taken

2-4 Roles of Responsible Persons/Organization (JICA, Gov. of●●,etc.)

3 Modification of the Project Implementation Plan

3-1 PO

3-2 Other modifications on detailed implementation plan

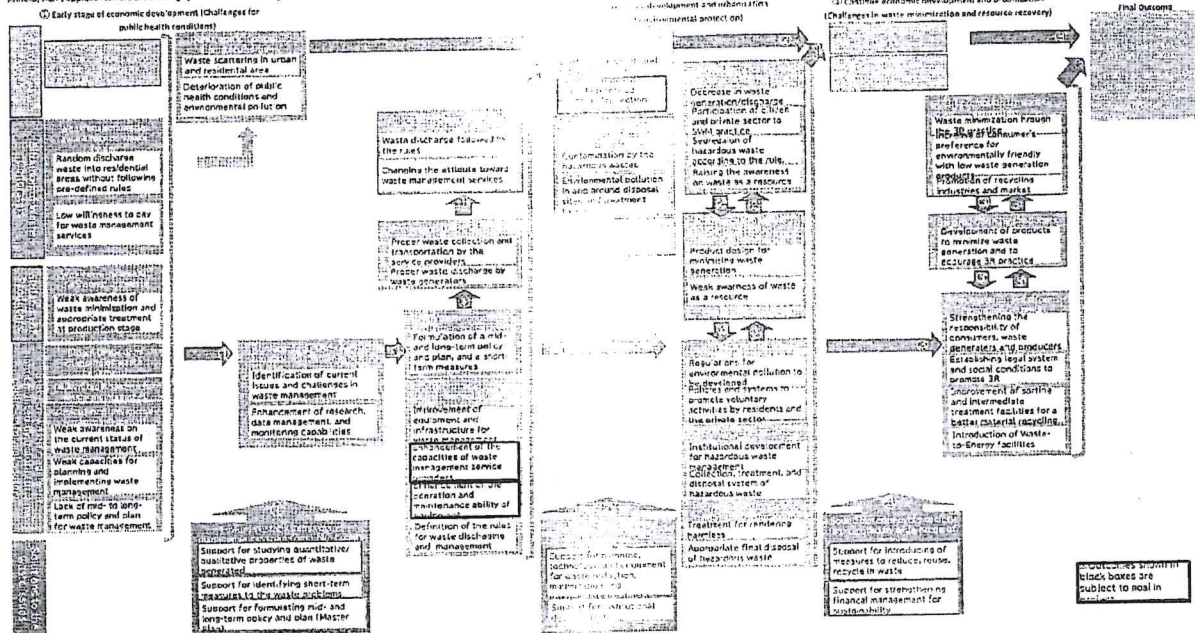
(Remarks: The amendment of R/D, Project Description, and PDM (title of the project, duration, project site(s), target group(s), implementation structure, overall goal, project purpose, outputs, activities, input, and change of Environmental category) should be authorized by JICA HDQs. If the project team deems it necessary to modify any part of R/D, Project Description, and PDM, the team may propose the draft.)

4 Current Activities of Gov. of xx to Secure Project Sustainability after its Completion

II. Project Monitoring Sheet I & II as Attached

A handwritten signature in dark ink, consisting of a large, stylized initial 'R' followed by a horizontal line and a smaller, cursive-like mark below it.

Annex: IICA's approach toward social change process of waste management sector



Handwritten signature and initials

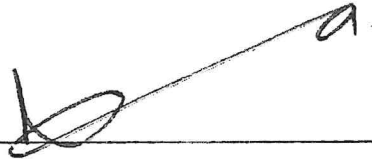
List of Mission Members

	NAME	JOB TITLE	COUNTRY
1.	Mr. KIKUHARA Junya	Consultant - Waste Management	Japan
2	Mr. OKANO Teppei	Consultant – Waste Management	Japan
3	Mr. HOTTA Kentaro	JICA Expert – Improvement of Solid Waste Management	Kenya

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Witnessed by



Mr. David Kuria

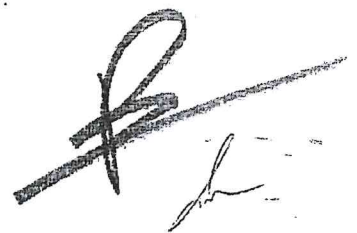
County Executive Committee Member
Department of Water, Environment and
Natural Resources
Kiambu County

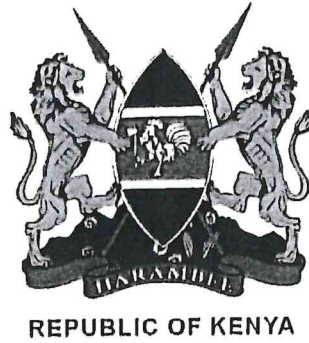
Mr. Ibrahim Auma Nyangoya

County Executive Committee Member
Department of Green Nairobi (Environment,
Water, Food and Agriculture)
Nairobi City County

Mr. Francis Thoya

Deputy Governor and County Executive
Committee Member
Department of Water, Natural Resources
and Climate Change Resilience
Mombasa County





MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

KENYA PRIVATE SECTOR ALLIANCE (KEPSA)
P.O. Box 3556-00100 Nairobi, Kenya

&

COUNTY GOVERNMENT OF KIAMBU CGK)
P.O Box 2344-00900 Kiambu, Kenya

(17th July 2025)

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MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

KENYA PRIVATE SECTOR ALLIANCE (KEPSA)

AND

COUNTY GOVERNMENT OF KIAMBU (CGK)

1. PREAMBLE

This Memorandum of Understanding (MOU) made on 17th day of July two thousand and twenty-five (2025).

BETWEEN

KENYA PRIVATE SECTOR ALLIANCE (hereinafter referred to as "KEPSA") having its registered office at Two Rivers, Limuru Rd 7th Floor, South Tower, P.O. Box 3556-00100 Nairobi, Kenya (which expression shall where the context so admit include its successor(s), administrator(s) or permitted assignee(s) of the FIRST PART:

AND

COUNTY GOVERNMENT OF KIAMBU (hereinafter referred to as "CGK") having its registered office at Office of the Governor Building-Kiambu County P.O Box 2344 - 00900 Kiambu, Kenya, (which expression shall where the context so admit include its successor(s), administrator(s) or permitted assignee(s)

Each be referred to as "Party" and jointly as "Parties". WHEREAS

A. Background of the County Government of Kiambu

Kiambu County is one of the 47 counties in the Republic of Kenya. The County is a metropolitan County and its headquarters is based in Kiambu Town. The County serves as a residential area for many people from different parts of the country who work in the urban centres especially Nairobi City. The County therefore is inhabited by different tribes of Kenya with majority being Kikuyus.

The County is a member of Central Region Economic Bloc (CEREB) that bring together ten counties drawn from the larger Mount Kenya region namely: Embu, Kiambu, Kirinyaga, Laikipia, Nakuru, Nyandarua, Nyeri, Meru, Murang'a and Tharaka Nithi. The bloc was established through an MoU in February 2016 with the overall goal of harmonizing laws and regulations to facilitate trade and investment, leveraging competitive and comparative advantages and economies of scale to create employment opportunities and incomes, and tap into technology development to expand economic frontiers in the member counties.

B. Background of Kenya Private Sector Alliance

Established in 2003, the Kenya Private Sector Alliance (KEPSA) serves as the apex body for the private sector in Kenya, representing a diverse and robust business community. KEPSA unites a vast network of business associations, federations, chambers of commerce, and professional bodies. Its membership spans local and international corporates, multinationals, large and medium-sized companies, SMEs, and start-ups from various sectors, reaching over 2 million businesses across the country.

KEPSA acts as a powerful national focal point for business advocacy and development, including serving as Kenya's representative to the East African Business Council (EABC) and hosting the Kenya Chapter of the International Chamber of Commerce (ICC). This enables KEPSA to foster an influential, unified voice on cross-cutting policies, laws, and regulations for private sector growth, both within Kenya and across international borders, connecting with over 45 million businesses worldwide.

Alongside its advocacy role, KEPSA also leads socioeconomic development initiatives, including projects focused on youth employment, climate change, and sustainable economic growth.

Through strategic projects, KEPSA supports the private sector with opportunities in training, capacity building, networking, financial linkages, and access to markets, thus fostering inclusive business growth and investment.

KEPSA's social responsibility efforts are spearheaded by the KEPSA Foundation, which mobilizes private sector resources and expertise to drive socio-economic transformation. The Foundation prioritizes impactful initiatives in governance, community empowerment, climate action, partnerships, and knowledge sharing, addressing social issues in collaboration with government, development partners, and local communities. This holistic approach strengthens KEPSA's commitment to sustainable, inclusive development across Kenya.

Definition of Terms

- **CGK** - County Government of Kiambu
- **KEPSA** - Kenya Private Sector Alliance
- **PPD**- Public- Private Dialogue
- **"Parties"** mean the parties to this agreement. **"Party"** means either the CGK or KEPSA as the context dictates.
- **Business Days:** means official working hours and days excluding Saturday, Sunday, and gazetted public holidays.
- **Change in Law** means the adoption, promulgation, repeal, modification or reinterpretation of laws after the date of commencement of this Agreement by any Public Sector Entity of any Applicable Law (including a final, binding and non-appealable decision of any Public Sector Entity)
- **Effective Date** means the date of execution of this agreement by both Parties.

2. PURPOSE AND OBJECTIVE OF THE MEMORANDUM OF UNDERSTANDING (MOU)

Purpose of Agreement

This MOU establishes a strategic partnership between the Kenya Private Sector Alliance (KEPSA) and the County Government of Kiambu (CGK) to foster economic development. Through this collaboration, both parties aim to accelerate growth within the county, create a conducive business environment, unlock investment opportunities, and drive sustainable economic progress. The partnership will be anchored in policy advocacy, capacity building, and joint initiatives to enhance private sector engagement and governance within Kiambu County.

The specific objectives of this program include:

Objectives

For County Government of Kiambu & KEPSA to jointly: -

1. Partnering with private entities to enhance roads, energy, water supply, and ICT infrastructure for better connectivity and economic expansion.
2. Promoting a favorable business climate to attract private sector investment, stimulate entrepreneurship, support small and medium-sized enterprises (SMEs) through the formation of Kiambu Employment Creation Advisory Committee whose terms of reference shall be jointly formulated by the parties involved, in accordance with the provisions of this Memorandum of Understanding.
3. Leveraging private sector expertise and resources to implement large-scale projects efficiently, such as healthcare, education, and transportation.
4. Collaborating to enhance accountability and compliance to policies, bureaucratic processes and governance structure for a conducive business environment through the formation of Kiambu Integrity and Ethics Advisory Committee whose terms of reference shall be jointly formulated by the parties involved, in accordance with the provisions of this Memorandum of Understanding.
5. Encouraging green initiatives, waste management solutions, and climate resilience programs.
6. Supporting digital transformation, smart city initiatives, and tech-driven solutions to improve service delivery

3. EFFECTIVE DATE AND DURATION OF THE AGREEMENT

This Agreement shall enter into force on17th July..... after signing by the Parties and shall continue to be in force as long as the parties' mandates continue to include promotion of regional and national investments in Kenya.

4. CO-ORDINATION & IMPLEMENTATION FRAMEWORK

1. The Parties herein have agreed to collaborate and realize the implementation of Joined Programs that meets the objectives and goals of each party.

2. The objectives outlined in this Memorandum of Understanding shall be achieved through a collaborative coordination process jointly led by both Parties.
3. The Parties will develop a joint work plan, defining timelines, milestones, and KPIs.
4. Both Parties agree to participate actively in all aspects of this partnership, ensuring smooth execution and mutual benefit.

In order to carry out and fulfil the objective(s) of this Agreement, each party will appoint a person(s) to represent the KEPSA and the County Government of Kiambu and to coordinate the implementation of activities.

Coordinators

The MOU will have the CEO of KEPSA and Kiambu County Economic Advisor in the Office of the Governor as focal persons.

5. ROLES AND RESPONSIBILITIES

• KEPSA's Responsibilities:

1. Serve as the primary representative for private sector interests within the PPD platform - the KEPSA-County Economic Blocs Roundtable.
2. Coordinate private sector input on policy discussions and ensure alignment with national business priorities.
3. Provide technical support and resources for organizing PPD events, capacity-building workshops, and investment promotion activities.
4. Conduct advocacy efforts to support the implementation of policy recommendations developed within the PPD framework - the KEPSA-County Economic Blocs Roundtable
5. Conduct capacity building efforts to promote good governance and national values

• CGKs' Responsibilities:

1. Facilitate engagement between KEPSA and relevant public sector representatives across counties in the bloc.
2. Support policy harmonization initiatives and work toward the removal of regulatory barriers affecting businesses.
3. Mobilize resources to support PPD activities, including funding, venues, and stakeholder outreach.
4. Coordinate the implementation of agreed-upon recommendations and report on progress based on agreed milestones at regular PPD meetings and reward for progress.

6. FINANCIAL AND OTHER RESOURCES

RESOURCES

The parties shall jointly raise resources to co-host all the joint activities.

The Parties shall undertake to draw a budget and statement of work for the activities undertaken in this partnership and jointly mobilize resources.

7. VISUAL IDENTITY, COPYRIGHT AND AUTONOMY

Each Party agrees to co-brand and uses the other Party's brands, trademarks or logos with reasonable care and notification to the other parties.

As partners, each party, whether independently or jointly, agrees to acknowledge the other in external media and promotional material, whether written, electronic, film etc., related to the project.

The partners shall each, respect the confidentiality of all information concerning the other which is obtained or received as a result of the activities and operations conducted under this agreement and will use such information solely in pursuit of the objectives of this agreement.

All title rights, copyright and all other rights whatsoever nature in any material produced under this Agreement shall be vested by all partners, except where such material has originated solely from one or other of the partners, in which case the rights shall be vested in that partner from which the material originally came.

This is a non-exclusive MOU between KEPSA and the CGK and preserves the right of each institution to work independently or with other organizations on other projects or programmes anywhere in the world. Neither Party shall be liable for any act nor omission of the other Party and each Party acknowledge that it is in no way an agent, representative or legal partner of, or in a joint venture with, the other Party. Neither Party shall be empowered through this MOU to act on behalf of and/or in the name of the other Party.

Each party agrees that it shall not, at any time, during and after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of business (Companies) or method of carrying on the business of the other without the consent of both parties.

8. INDEMNITY

The Parties undertake to indemnify each of the other Parties against any and all damage, costs or losses that one Party may suffer or incur as a result of the Party's failure to perform its obligations under this MOU.

9. CONFIDENTIALITY

Each Party shall treat as confidential all information or documents relating to the MOU or relating to the Projects and financial affairs of the Parties, including but not limited to, any information or documents relating to sales, trade secrets, customers, industrial and intellectual property, financial and accounting details, employees, and arrangements with the parties.

Each Party shall not use "confidential information" for any other purpose than as contemplated in this MOU nor disclose "confidential information" without the prior agreement in writing of the other Party during the period of this MOU and for twenty-four months after the termination of this MOU.

Each Party shall restrict access to the "confidential information" to any of its staff and advisers on a need- to-know basis.

This confidentiality obligation shall not apply to:

- Any information which may properly come into the public domain through no fault of any Party or;
- Any information which was already lawfully in the possession of one of the Parties which shall then be required to provide any proof thereof in the event of a dispute or;
- Any information subsequently passed to one of the Parties without any secrecy obligation by a third party; or
- Any information required by law or pursuant to any rule, order or direction of a competent court or;
- Any information required by stock exchange or other body having the power to make such rules, orders or directions to disclose any confidential information.

10. SETTLEMENT OF DISPUTES

a) Amicable Settlement

The Parties agree that, if any dispute or difference of any kind whatsoever concerning the implementation or interpretation of the provisions of this Agreement or the breach, termination or invalidity thereof shall arise between the Parties, the Parties shall attempt in good faith to settle such dispute in the first instance within fourteen (14) Business Days of the said dispute or difference arising through mutual discussions between the representatives of the Parties.

b) Mediation Clause

Any dispute arising out of or in connection with this Agreement, to which an Amicable Settlement cannot arrive within a period of thirty (30) Business Days, Parties shall resort first to Mediation by the Nairobi Centre for International Arbitration. In the event the negotiation fails in mediation, parties may proceed to arbitration. The seat of arbitration shall be in Nairobi. Such mediation and arbitration shall be conducted in Nairobi in accordance with the Rules of the said Institute and subject to and in accordance with the relevant legal provisions. The language in the proceedings shall be English.

Each Party shall bear its own cost of preparing and presenting its case. The costs of mediation and arbitration (including fees and expenses of the arbitration) shall be shared equally between the Parties unless the award provides otherwise. To the extent permissible by law, the determination of the Arbitrator shall be final and binding upon the Parties.

Notwithstanding this Clause, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from a court of competent jurisdiction pending the final decision or award of the Arbitrator.

11. GOVERNING LAW

This Agreement shall be governed by and construed in all aspects in accordance with the laws of Kenya.

12. VARIATION

This Memorandum shall be capable of being varied only by a written instrument signed by a duly authorized representative of each of the Parties.

13. SEVERABILITY

Each provision of this Agreement shall be construed separately and independently from the other provisions and notwithstanding that such provision and/or undertaking (or any part thereof) may prove to be illegal or unenforceable the remaining provisions and undertakings of this agreement shall continue in full force and effect.

14. WAIVER

Unless agreed otherwise in writing, no failure by either Party to exercise any right or remedy available to it hereunder nor any delay so to exercise any such right to remedy shall operate as a waiver of it nor shall any single or partial exercise of any right or remedy preclude any other or further exercises thereof or the exercise of any right or remedy.

15. FORCE MAJEURE

No failure or delay by the Parties hereto in the performance of any obligation herein contained shall be deemed a breach of this agreement, nor shall the same create any liability as a result of any force or cause beyond the control of the Parties including, but not limited to, acts or omissions of any government, compliance with laws, regulations, orders or requests of any governments, fire, storm, flood or earthquake, war, rebellion, revolution, riot, strikes, pandemics or lockouts, provided that lack of finances shall not be considered a force majeure nor shall any force majeure suspend any obligation for the payment of money due hereunder. Should an event of force majeure occur which prevents the performance of any obligation of either Party, the performance of any such obligation, directly, indirectly or consequentially affected by the event of force majeure, will be postponed for such time as the performance necessitates. The Parties hereto shall make all reasonable efforts to minimize, reduce, and mitigate the effect of any delay occasioned by an event of force majeure.

16. RENEWAL, TERMINATION, ASSIGNMENT AND AMENDMENT

This Agreement shall remain in force for a perpetual period to the extent KEPSA and the CGK mandates include regional and national investment promotion.

Either party shall give written notice to the other party of thirty days (30) business days in order to terminate this collaboration framework agreement. The Agreement may be extended by mutual consent of the two parties.

The termination of the MOU shall not affect the validity or duration of projects under it that were initiated prior to such termination. Unless otherwise agreed in writing, this MOU and any rights & duties hereunder (including any Annex) shall not be assignable. This Agreement may be amended by either party in writing. Such amendments shall be approved by parties and become part of this Collaboration framework agreement.

This Agreement may be amended by either party in writing. Parties will be entitled to a grace period of 15 (fifteen) days after the signing of the agreement to make any amendments before the agreement becomes effective. Such amendments shall be approved by parties and become part of this Collaboration framework agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in three (3) originals on the Effective Date, whereby each Party acknowledges to have received at least one original copy.

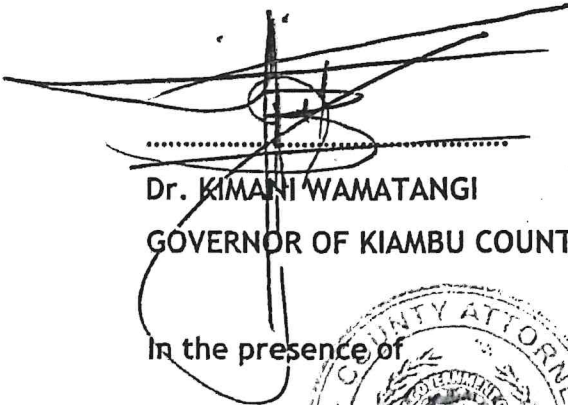
SIGNED at KIAMBU this 17th day of JULY 2025

FOR AND ON BEHALF OF

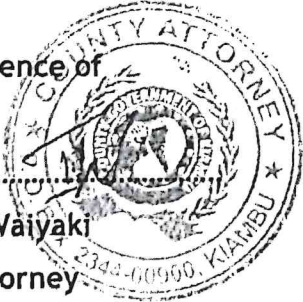
COUNTY GOVERNMENT OF KIAMBU

FOR AND ON BEHALF OF

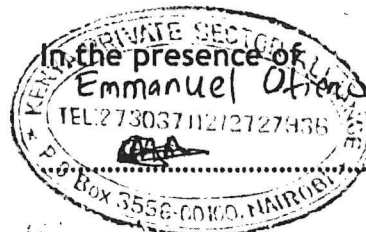
KENYA PRIVATE SECTOR ALLIANCE

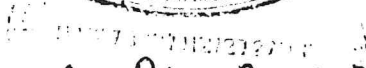

Dr. KIMANI WAMATANGI
GOVERNOR OF KIAMBU COUNTY

In the presence of


Waithera Waiyaki
County Attorney
County Government of Kiambu


MS. CAROLE KARIUKI
CHIEF EXECUTIVE OFFICER




Sr. Public Private Dialogue Officer

Designation

TALKING POINTS OF PARTNERSHIP BETWEEN COUNTY GOVERNMENT OF KIAMBU AND KEPSA

1. Formation of a joint Kiambu Employment Creation Advisory Committee to identify and create employment opportunities for youth, women and men to spur Socio Economic development in line with H E the Governors manifesto
2. Formation of a joint Kiambu Integrity and Ethics Advisory Committee to facilitate a conducive business environment to attract private sector investments, fostering entrepreneurship, and supporting SMEs. The Committee will assist to streamline policies, reduce bureaucratic hurdles, and enhance governance for business-friendly regulations
3. KEPSA will Leverage private sector expertise and resources to implement large-scale projects efficiently, such as healthcare, education, and transportation.
4. KEPSA will support CGK to mobilise resources for green initiatives, waste management solutions, and climate resilience programs.
5. KEPSA will support CGK to mobilise resources to support digital transformation, smart city initiatives, and tech-driven solutions to improve service delivery
6. KEPSA will support CGK to mobilise resources for staff capacity building especially in the areas of integrity, ethics and corporate Governance.