

MEMORANDUM OF UNDERSTANDING

BETWEEN

AFRICAN TRADE CHAMBER

(“ATC”)

AND

**THE ARBITRATION CENTRE OF THE SÃO
TOMÉ AND PRÍNCIPE CHAMBER OF
COMMERCE, INDUSTRY, AGRICULTURE AND
SERVICES(“CA-CCIAS”)**

August 2026

This **Memorandum of Understanding** (hereinafter referred to as (the “**MOU**”) is made and entered into this 3rd day of August, 2026.

BETWEEN

The African Trade Chamber, located at No. 5 Teinor Street, Dzorwulu Accra, Ghana, represented by **Benedicta Lasi, Executive Chair** (hereinafter referred to as “**ATC**”) of one part,

AND

The Arbitration Centre of São Tomé and Príncipe Chamber of Commerce established by Decree-Law No. 26/2020 and headquartered in São Tomé And Príncipe, represented by **Edinha Soares Lima, Executive Director** (hereinafter referred to as “**CA-CCIAS**”) of the other part.

Collectively, shall be referred to as “**Parties**”.

WHEREAS

1. The ATC is a pan-African private sector-led organization dedicated to facilitating intra-African trade, promoting private sector development and driving the effective implementation of the African Continental Free Trade Area (AfCFTA) through strategic partnerships, trade missions, advocacy and capacity-building initiatives;
2. The CA-CCIAS is an arbitration and alternative dispute resolution institution committed to promoting efficient, neutral and internationally recognized dispute resolution mechanisms within São Tomé and Príncipe and beyond;
3. The Parties recognize that a significant proportion of disputes involving African businesses, governments, investors and commercial transactions are currently resolved outside the African continent through foreign arbitral institutions and seats including London, Paris, Singapore and Dubai;
4. The Parties acknowledge the strategic importance of developing trusted, credible and internationally competitive African arbitration institution capable of resolving cross-border commercial, trade, investment and infrastructure disputes arising within Africa and beyond;
5. The Parties further acknowledge that the implementation of the AfCFTA and the expansion of cross-border trade and investment across Africa require efficient, impartial and commercially sophisticated dispute resolution systems to enhance investor confidence and commercial certainty;
6. The Parties recognize the need for stronger institutional cooperation among African arbitration centres and legal institutions in order to position Africa as a globally respected destination for international commercial arbitration;
7. The Parties desire to collaborate toward the development and promotion of an international African arbitration ecosystem capable of serving the dispute resolution needs of African states, businesses, investors, development finance institutions and international commercial actors.
8. Both Parties desire to establish a structured, transparent and mutually beneficial relationship that will serve the African continent with respect to matters bothering on dispute resolution.

NOW THEREFORE, in the spirit of mutual understanding and commitment to aligned goals, the Parties agree to collaborate under the terms outlined herein;

1. DEFINITIONS

For the purposes of this MOU, the following terms shall have the meanings ascribed to them:

- a. **"ATC"** means the African Trade Chamber.
- b. **"CA-CCIAS"** means the CCIAS Arbitration Centre of São Tomé and Príncipe established by Decree-Law No. 26/2020.
- c. **"Arbitration Ecosystem"** means the institutional, legal, professional and operational framework supporting arbitration and alternative dispute resolution within Africa.
- d. **"AfCFTA"** means the African Continental Free Trade Area Agreement.
- e. **"Alternative Dispute Resolution"** or **"ADR"** means arbitration, mediation, conciliation, adjudication and other non-judicial methods of dispute resolution.
- f. **"International African Arbitration Centre Initiative"** means any collaborative initiative, framework or institutional project aimed at establishing or promoting internationally recognized African arbitration institutions or systems.
- g. **"Programme of Work"** means the operational plan, activity schedule and resource framework agreed by the Parties from time to time for the implementation of specific cooperative activities under this MOU.
- h. **"Confidential Information"** means any non-public information disclosed by one Party to the other in connection with this MOU that is designated as confidential or that would reasonably be understood to be of a confidential, commercial, financial or strategic nature.
- i. **"Force Majeure"** means any event or circumstance beyond the reasonable control of a Party, including acts of God, natural disaster, pandemic, war, civil unrest or governmental action that prevents or materially delays the performance of obligations under this MOU.

2. PURPOSE

- a) This Memorandum of Understanding is entered into for the purpose of establishing a structured framework of cooperation between the Parties for the advancement, promotion and strengthening of arbitration and alternative dispute resolution systems within Africa.
- b) The Parties intend through this cooperation to;
 - i. Promote Africa as a credible and internationally competitive and preferred seat for arbitration and dispute resolution;
 - ii. Strengthen confidence in African arbitral institutions and arbitration frameworks;
 - iii. Encourage the use of African arbitration centres and African arbitral seats in contracts, transactions and disputes involving African parties and projects;
 - iv. Promote harmonization and adoption of international arbitration best practices across Africa;

- v. Enhance the technical capacity of arbitrators, mediators, legal practitioners and dispute resolution professionals within Africa;
- vi. Foster collaboration between arbitration institutions, legal practitioners, businesses, governments and commercial stakeholders across Africa;
- vii. Facilitate dialogue on reforms necessary for improving arbitration practice and enforcement across Africa;
- viii. Promote institutional strengthening, professional development and knowledge exchange within Africa's arbitration sector; and
- ix. Collaborate toward the long-term development of an internationally recognized African arbitration framework and ecosystem.

3. NATURE AND STATUS OF AGREEMENT

- a. This MOU reflects the good faith intentions and the non-binding preliminary agreement of the Parties with respect to the cooperation contemplated herein. It does not create legally enforceable rights and obligations except as expressly stated or as may arise under applicable law.
- b. This MOU does not constitute or give rise to a formal treaty, a partnership agreement, a joint venture, an agency relationship or any other form of legally binding instrument. Any specific project, transaction or programme of cooperation envisaged under this MOU shall where appropriate, be documented in a separate legally binding instrument executed by duly authorized representatives of each Party.
- c. This MOU is non-exclusive. Each Party retains the full right to enter into similar cooperative arrangements with other organizations, institutions, centres, governments or entities provided that such arrangements do not conflict with the specific obligations expressly undertaken in this MOU.
- d. With the exception of provisions relating to confidentiality, intellectual property and any expressly binding obligations, this MOU does not create legally enforceable obligations.

4. AREAS OF COOPERATION

The Parties agree to cooperate in the following areas which shall be further elaborated in successive Programmes of Work agreed and signed by the Parties:

- a. **Institutional Development and Collaboration:** The Parties shall collaborate on institutional strengthening initiatives including governance systems, arbitration rules, operational procedures, digital dispute resolution systems and international best practices for arbitration administration.
- b. **Arbitration Promotion and Advocacy:** The Parties shall jointly promote the use of African arbitration centres and African arbitral seats in commercial agreements, infrastructure projects, trade contracts, investment agreements and cross-border transactions as well as further engage governments, businesses, investors, legal practitioners and development finance institutions on the importance of African-based dispute resolution mechanisms.

- c. **Capacity Building and Professional Development:** The Parties shall collaborate in organizing arbitration training programmes, workshops and seminars, arbitrator accreditation initiatives, judicial sensitization programmes, young arbitration practitioner programmes and professional exchange initiatives.
- d. **Conferences and Events:** The Parties shall jointly organize and participate in arbitration conferences, forums, roundtables and continental dialogue platforms relating to arbitration, mediation and international commercial dispute resolution.
- e. **Research and Publications:** The Parties shall collaborate on research initiatives, policy papers, arbitration publications, model arbitration clauses, industry reports, knowledge-sharing initiatives and continental arbitration data and statistics.
- f. **AfCFTA and Cross-Border Trade Dispute Resolution:** The Parties shall cooperate on initiatives supporting dispute resolution mechanisms relevant to AfCFTA implementation, intra-African trade and cross-border commercial transactions.
- g. **International African Arbitration Centre Initiative:** The Parties shall collaborate on discussions, feasibility assessments and strategic initiatives directed toward the long-term establishment and promotion of internationally credible African arbitration institutions and frameworks.

5. OBLIGATIONS OF THE PARTIES

a. Obligations of the ATC

The ATC undertakes to;

- i. Mobilize its resources, network and institutional expertise to support the implementation of cooperative activities agreed under this MOU;
- ii. Facilitate strategic partnerships and stakeholder engagement opportunities relevant to arbitration development;
- iii. Support advocacy initiatives promoting African arbitration systems;
- iv. Mobilize institutional networks and partnerships relevant to implementation activities;
- v. Designate a focal point responsible for coordination of the responsibilities of the ATC under this MOU;
- vi. Provide strategic support toward continental arbitration development initiatives; and;
- vii. Promptly notify the CCIAS of any material developments that may affect its capacity to perform its obligations.

b. Obligations of the CCIAS

The CCIAS undertakes to:

- i. Support the development and promotion of African arbitration initiatives under this MOU;
- ii. Participate in collaborative programmes, research and arbitration initiatives;
- iii. Provide institutional expertise and operational support in relevant arbitration matters;

- iv. Facilitate local stakeholder engagement and institutional participation;
- v. Designate a focal point responsible for coordinating the engagement of the CACCIAS under this MOU and ensuring responsive communication with the ATC;
- vi. Collaborate in promoting international confidence in African arbitration systems.
- vii. Promptly notify the ATC of any regulatory or institutional changes that may materially affect the implementation of cooperative activities.

6. PROGRAMMES OF WORK AND IMPLEMENTATION

- a. The Parties shall within ninety (90) days of the entry into force of this MOU develop and agree upon an initial framework or Programme of Work setting out specific activities, outputs, timelines, resource requirements and performance indicators for the first year of cooperation. Following the implementation of the initial Programme of Work, the Parties shall develop Programmes of Work on an annual basis, taking into account the results achieved and the evolving priorities of both Parties.
- b. The Parties shall make a joint determination of the management group under each Programme of Work and shall further specify the modalities for cooperation including resource contributions, technical assistance and third-party partnerships.
- c. Where specific projects or activities under a Programme of Work involve third parties, the Parties shall jointly agree on the terms of such engagement and ensure alignment with the objectives of this MOU.

7. FINANCIAL ARRANGEMENTS

- a. Each Party shall be responsible for financing its own participation and activities under this MOU unless otherwise agreed in writing in a specific Programme of Work or project agreement.
- b. The Parties may collaborate in good faith to identify and pursue opportunities for external funding from the government, international organisations, development finance institutions, multilateral bodies, development partners, foundations or the private sector. The terms of any such joint funding arrangement shall be documented in a separate agreement.
- c. Where fees or revenues are generated from specific joint activities undertaken in partnership or through the joint efforts of both Parties, the allocation of such revenues shall be determined and agreed in writing by the Parties on a case-by-case basis prior to the commencement of the relevant activity.
- d. The Parties shall maintain transparent and accurate financial records for any jointly managed funds or resources and shall provide each other with such financial reports as may be agreed.
- e. Nothing in this MOU shall be construed as creating an obligation on either Party to contribute financial resources and any financial commitment shall only arise from a separately executed and duly authorized financial or project agreement.

8. REPRESENTATIONS AND WARRANTIES

- a.** Each Party represents and warrants to the other that:
 - i. It has full legal authority and capacity to enter into this MOU and to perform its obligations hereunder;
 - ii. This MOU has been duly authorized by the appropriate internal decision-making processes and is binding upon the Party in accordance with its terms;
 - iii. All information provided to the other Party in connection with the negotiation and execution of this MOU is to the best of its knowledge, true, accurate and complete.
 - iv. There are no known legal, regulatory or contractual restrictions that would prevent or materially impair its performance under this MOU; and
 - v. It has disclosed to the other Party any known conflicts of interest that may affect the cooperative relationship or the implementation of this MOU.
- b.** The Parties agree to act in good faith, with diligence and transparency in the performance of all activities and obligations arising from this MOU and to promptly disclose any material developments that may affect the cooperative relationship.

9. INTELLECTUAL PROPERTY

- a.** Any intellectual property existing prior to or independent of this MOU and owned by a Party shall remain the sole property of that Party. Nothing in this MOU shall be construed as transferring or granting any rights to the other Party.
- b.** Any intellectual property jointly created, developed or produced in the course of cooperative activities under this MOU shall be jointly owned by the Parties unless otherwise agreed in a specific Programme of Work or project agreement.
- c.** The Parties shall agree in advance and in writing on the terms governing the use, publication, licensing and commercialization of any intellectual property developed considering the respective contributions of the Parties.
- d.** The Parties shall respect and comply with all applicable intellectual property laws and shall not reproduce, publish or distribute copyrighted materials, proprietary data or confidential information of the other Party without prior written consent.

10. CONFIDENTIALITY

- a.** The Parties acknowledge that in the course of cooperation under this MOU, each Party may disclose to the other "Confidential Information". Each Party agrees to
 - i. Hold all Confidential Information of the other Party in strict confidence;
 - ii. Use Confidential Information only for the purposes of implementing the cooperative activities contemplated in this MOU;
 - iii. Not disclose Confidential Information to any third party without the prior written consent of the disclosing Party except as required by applicable law or regulatory authority;

- iv. Ensure that access to Confidential Information is restricted to personnel with a legitimate need to know for the purposes of this MOU.
- b. The obligation of confidentiality shall not apply to information that:
 - i. Is or becomes publicly known through no act or omission of the receiving Party;
 - ii. Was already known to the receiving Party at the time of disclosure;
 - iii. Is independently developed by the receiving Party without reference to the Confidential Information; or
 - iv. Is required to be disclosed by applicable law, court order or governmental authority provided the receiving Party provides prompt written notice to the disclosing Party and cooperates in any efforts to limit the scope of disclosure.
- c. The obligations of confidentiality shall survive the termination or expiry of this MOU for a period of five (5) years.

11. DISPUTE RESOLUTION

- a. The Parties shall endeavour to resolve all disputes, disagreements or differences arising out of or in connection with this MOU amicably through good faith consultation and dialogue between their designated Focal Points.
- b. If a dispute is not resolved through good faith consultation within thirty (30) days of written notice by one Party to the other (or such longer period as the Parties may agree in writing), the Parties may by mutual written agreement refer the dispute to mediation or to such other alternative dispute resolution mechanism as may be agreed.
- c. Notwithstanding the foregoing, nothing in this Article shall limit either Party's right to seek urgent or interim judicial relief from a court of competent jurisdiction where necessary to prevent irreparable harm pending the resolution of a dispute.
- d. Given the non-binding nature of this MOU, neither Party shall pursue formal arbitral or judicial proceedings in respect of any obligation under this MOU unless such obligation has been incorporated into a separate legally binding agreement.

12. TERM AND REVIEW

- a. This MOU shall enter into force upon the date of its signature by duly authorized representatives of both Parties and remain in force for an initial period of three (3) years.
- b. Upon the expiry of the initial period, this MOU shall be automatically renewed for successive periods of one (1) year each unless either Party provides the other with written notice of its intention not to renew at least sixty (60) days prior to the expiry date.
- c. The Parties shall conduct a comprehensive review of the MOU and its implementation no later than six (6) months before the expiry of the initial term with a view to determining whether to renew, amend or allow it to lapse.

13. SUSPENSION AND TERMINATION

- a. Either Party may at any time, suspend its participation in specific cooperative activities under this MOU by providing thirty (30) days' written notice to the other Party, setting out the reasons for suspension and its anticipated duration.
- b. Either Party may terminate this MOU in its entirety by providing not less than ninety (90) days' prior written notice to the other Party. Such notice shall outline the reasons for termination and identify any pending obligations or joint activities requiring closure or transition. Termination shall be effective upon the expiry of such notice period.
- c. In the event of a material breach of this MOU, the non-breaching Party may after providing written notice of the breach and allowing a reasonable cure period of not less than fourteen (14) days, immediately suspend or terminate cooperative activities without further liability.
- d. Upon termination or expiry of this MOU:
 - (i) All ongoing cooperative activities shall be wound down in an orderly manner;
 - (ii) Any jointly held resources or funds shall be distributed or applied in accordance with the terms of the applicable Programme of Work or project agreement; and
 - (iii) All obligations expressly committed to by a Party prior to the effective date of termination shall remain binding until fulfilled.

14. FORCE MAJEURE

- a. Neither Party shall be liable for any delay or failure in the performance of its obligations under this MOU to the extent that such delay or failure is caused by Force Majeure, provided that the affected Party;
 - (i) Promptly notifies the other Party in writing upon becoming aware of the Force Majeure event with sufficient particulars of the event including the nature, expected duration and impact thereof; and
 - (ii) Uses all reasonable endeavours to mitigate the effects of the Force Majeure event and to resume performance as soon as practicable.
- b. If a Force Majeure event continues in force for a period exceeding ninety (90) days, the Parties shall consult in good faith to agree upon appropriate measures which may include the suspension or termination of specific obligations or cooperative activities.

15. AMENDMENTS

- a. This MOU may be amended or supplemented only by a written instrument duly signed by authorized representatives of both Parties.
- b. The Parties may without amending this MOU, agree on Programmes of Work, project documents or technical annexures that give further elaboration to the cooperative activities contemplated herein.

16. GENERAL PROVISIONS

- a. **Entire Agreement:** This MOU constitutes the entire understanding between the Parties with respect to the subject matter and supersedes all prior negotiations, representations and agreements relating to the relationship between the Parties.
- b. **Severability:** If any provision of this MOU is held to be invalid, unlawful or unenforceable, it shall be deemed severed from the MOU and the remaining provisions shall continue in full force and effect.
- c. **No Assignment:** Neither Party may assign or transfer any rights or obligations under this MOU to any third party without the prior written consent of the other Party.
- d. **Notices:** All formal notices and communications under this MOU shall be in writing and delivered by registered mail, courier or email with confirmation of receipt to the Focal Points designated by each Party.
- e. **Relationship between the Parties:** Nothing in this MOU shall be construed to constitute a joint venture, agency, partnership or employment relationship between the Parties and neither Party shall have the authority to bind the other to any legal obligation without express written consent.
- f. **Counterparts:** This MOU is executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

17. GOVERNING FRAMEWORK

- a. There is no specific system of laws designed at the governing framework for this Agreement. The Parties agree that this MOU shall be interpreted in good faith in accordance with its plain meaning and in light of principles of international cooperation.
- b. Any legally binding instrument entered into pursuant to this MOU shall specify the applicable governing law as agreed by the Parties at the relevant time, taking into account the nature, subject matter and jurisdiction of the specific arrangement.

IN WITNESS WHEREOF, the undersigned being duly authorized representatives of the Parties have executed this Memorandum of Understanding as of the date and year first written above.

SIGNED FOR AND ON BEHALF OF THE AFRICAN TRADE CHAMBER:

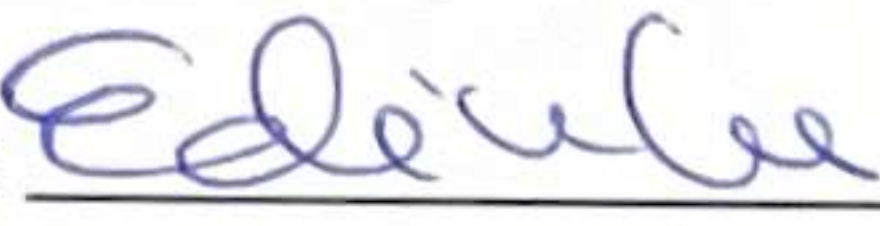
Name: **Benedicta Lasi**

Signature: 

Title: **Executive Chair**

SIGNED FOR AND ON BEHALF OF THE CCIAS ARBITRATION CENTRE OF SÃO TOMÉ AND PRÍNCIPE:

Name: Edinha Soares Lima

Signature: 

Title: Executive Director

