REPUBLIC OF KENYA

THE NATIONAL ASSEMBLY

THIRTEENTH PARLIAMENT – FIFTH SESSION – 2026

COMMITTEE ON DELEGATED LEGISLATION

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REPORT
ON

THE DRAFT PRIVILEGES AND IMMUNITIES (FORD FOUNDATION) ORDER, 2026

THE NATIONAL ASSEMBLY
PAPERS LAID
DATE: 13 OCT 2026 DAY. TUESDAY
TABLED BY: HON. GICHIMU GITHINJI, MP (VICE CHAIRPERSON)
CLERK-AT-THE-TABLE: INZOFU MWALE, HSC

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LIST OF ABBREVIATIONS AND ACRONYMS

CBS	Chief of the Order of the Burning Spear
DLS	Directorate of Legislative and Procedural Services
EBS	Elder of the Order of the Burning Spear
EGH	Elder of the Order of the Golden Heart
HCA	Host Country Agreement
KANU	Kenya African National Union
KRA	Kenya Revenue Authority
MP	Member of Parliament
ODM	Orange Democratic Movement
UDA	United Democratic Alliance
UDM	United Democratic Movement
UPA	United Progressive Alliance
UPIA	United Party of Independent Alliance
VAT	Value Added Tax
WDM–Kenya	Wiper Democratic Movement–Kenya

CHAIRPERSON'S FOREWORD

The draft Privileges and Immunities (Ford Foundation) Order, 2026 is proposed to be made by the Prime Cabinet Secretary and Cabinet Secretary for Foreign and Diaspora Affairs under section 11 of the Privileges and Immunities Act, Cap. 179. In accordance with section 17 of the Act, the Cabinet Secretary submitted the Order in draft, by letter Ref. MFA/NGO/31/VOL. I (22) dated 25th May 2026, for approval by the House before it is made. The draft Order was received by the Clerk on 18th June 2026, laid before the House on Tuesday, 23rd June 2026 by the Deputy Leader of the Majority Party, and stood committed to the Committee on Delegated Legislation.

The purpose of the draft Order is to give the force of law in Kenya to the privileges and immunities agreed under the Host Country Agreement between the Government of the Republic of Kenya and the Ford Foundation, signed on 13th March 2026, which provides for the establishment and strengthening of the Foundation's Regional Office in Nairobi.

Pursuant to section 16 of the Statutory Instruments Act, Cap. 2A, the Committee conferred with the Ministry of Foreign and Diaspora Affairs on Tuesday, 15th September 2026, at which meeting Members raised concerns on accountability, the fiscal effect of the exemptions and the identification and number of beneficiaries.

The Committee found that the draft Order is within the powers conferred by section 11 of the Act and that the privileges conferred on the Foundation correspond to those agreed in the Host Country Agreement. The tax exemptions conferred constitute revenue forgone to be accounted for under Article 210 of the Constitution.

Having examined the draft Order against the Constitution, the Privileges and Immunities Act, Cap. 179, the Statutory Instruments Act, Cap. 2A and the Interpretation and General Provisions Act, Cap. 2, the Committee recommends that the House **APPROVES** the draft Order.

I thank the Speaker and the Office of the Clerk for the support accorded to the Committee, and the Members and Secretariat for their diligence in considering the draft Order.

On behalf of the Members of the Committee on Delegated Legislation and pursuant to Standing Order 210, it is my pleasure and duty to present to the House the Committee's ***Report on the Consideration of the Draft Privileges and Immunities (Ford Foundation) Order, 2026.***

HON. CHEPKONG'A KIPRONO SAMUEL, CBS, M.P.
CHAIRPERSON, COMMITTEE ON DELEGATED LEGISLATION

CHAPTER ONE

1.0 PREFACE

1.1 Establishment and Mandate of the Committee

1. The Committee on Delegated Legislation is established under ***Standing Order No. 210*** of the National Assembly Standing Orders and is mandated to scrutinise statutory instruments submitted to the House.
2. Pursuant to Standing Order 210 and section 13 of the Statutory Instruments Act, Cap. 2A, the Committee is mandated to consider, in respect of any statutory instrument, whether it:
    a) is in accordance with the provisions of the Constitution, the Act pursuant to which it is made or other relevant written laws;
    b) infringes on fundamental rights and freedoms of the public;
    c) contains a matter which, in the opinion of the Committee should more properly be dealt with in an Act of Parliament;
    d) contains imposition of taxation;
    e) directly or indirectly bars the jurisdiction of the Courts;
    f) gives retrospective effect to any of the provisions in respect to which the Constitution or the Act does not expressly give any such power;
    g) involves expenditure from the Consolidated Fund or other public revenues;
    h) is defective in its drafting or for any reason the form or purport of the statutory instrument calls for any elucidation;
    i) appears to make some unusual or unexpected use of the powers conferred by the Constitution or the Act pursuant to which it is made;
    j) appears to have had an unjustifiable delay in its publication or laying before Parliament;
    k) makes rights, liberties or obligations unduly dependent upon non-reviewable decisions;
    l) makes rights, liberties or obligations unduly dependent on insufficiently defined administrative powers;
    m) inappropriately delegates legislative powers;
    n) imposes a fine, imprisonment or other penalty without express authority having been provided for in the enabling legislation;
    o) appears for any reason to infringe on the rule of law;
    p) inadequately subjects the exercise of legislative power to Parliamentary scrutiny; and
    q) accords to any other reason that the Committee considers fit to examine.

1.2 Committee Membership

3. The Committee membership comprises:

Chairperson
Hon. Chepkong'a Kiprono Samuel, CBS, M.P.
Ainabkoi Constituency
UDA

Vice-Chairperson
Hon. Githinji Robert Gichimu, M.P.
Gichugu Constituency
UDA

Committee Members

Hon. Mbui Robert, CBS, M.P.
Kathiani Constituency
WDM-Kenya

Hon. (Maj) (Rtd) Dekow Barrow Mohamed, M.P.
Garissa Township Constituency
UDA

Hon. Ole Sunkuli, Julius Lekakeny, EGH, EBS, M.P.
Kilgoris Constituency
KANU

Hon. Kamene Joyce, M.P.
Machakos County
WDM-Kenya

Hon. Dr. Onchoke, Mamwacha Charles, M.P.
Bonchari Constituency
UPA

Hon. Dr. Kimaiyo, Gideon Kipkoech, M.P.
Keiyo South Constituency
UDA

Hon. Waithaka, John Machua, M.P.
Kiambu Constituency
UDA

Hon. Chebor, Paul Kibet, M.P.
Rongai Constituency
UDA

Hon. Yakub Adow Kuno, M.P.
Bura Constituency
UPIA

Hon. (Maj) (Rtd) Abdullahi, Bashir Sheikh, M.P.
Mandera North Constituency
UDM

Hon. Mwirigi John Paul, M.P.
Igembe South Constituency
UDA

Hon. Odoyo, Jared Okello, M.P.
Nyando Constituency
ODM

Hon. Chepkorir Linet, M.P.
Bomet County
UDA

Hon. Munyoro Joseph Kamau, M.P.
Kigumo Constituency
UDA

Hon. Oluoch, Anthony Tom, M.P.
Mathare Constituency
ODM

Hon. Okoth, Moses Omondi, M.P.
Butere Constituency
ODM

Hon. Mugabe Innocent Maino, M.P.
Likuyani Constituency
ODM

Hon. Lenguris Pauline, M.P.
Samburu County
UDA

Hon. Mnyazi Amina Laura, M.P.
Malindi Constituency
ODM

1.3 Committee Secretariat

4. The Secretariat facilitating the Committee comprises:

Ms. Wanjiru Mwaura
Principal Clerk Assistant I, Head of Department and Team Leader

Mr. Brian Langwech
Clerk Assistant III

Mr. Wilson Dima
Deputy Director, DLS

Mr. Peter Barasa
Legal Counsel II

Ms. Grace Odedere
Clerk Assistant III

Ms. Elsy Jerop
Legal Counsel II

Ms. Angela Musau
Legal Counsel II

Mr. Yakub Ahmed
Media Relations Officer

Ms. Brenda Michira
Research Officer III

Mr. Cosmas Akhonya
Serjeant at Arms

Mr. Rodgers Kiludya
Hansard Reporter

CHAPTER TWO

2.0 CONSIDERATION OF THE DRAFT PRIVILEGES AND IMMUNITIES (FORD FOUNDATION) ORDER, 2026

2.1 Introduction

5. The Ford Foundation was founded in 1936 and is registered as a non-profit corporation in the State of Michigan, United States of America, with its headquarters in New York. It is amongst the world's largest foundations and maintains ten regional offices located in New Delhi, Jakarta, Cairo, Lagos, Nairobi, Bogotá, Mexico City, Rio de Janeiro, Beijing and Johannesburg.

6. The work of the Foundation is guided by its Articles of Incorporation, which direct it to apply its resources for scientific, educational and charitable purposes for the public welfare. According to the Explanatory Memorandum, the Foundation:

   (a) operates through regional offices and partner institutions to support leaders, strengthen civil society, promote democratic values and advance equitable development;

   (b) works to promote cooperation among governments, international organisations, the private sector, civil society and other stakeholders towards common goals of justice, inclusion and human rights; and

   (c) provides grants, tools, support and resources to address inequality, strengthen civic space and support innovative solutions.

7. The Foundation opened its East Africa office in Nairobi in 1963. The Regional Office was registered on 4th October 1966 under section 366 of the Companies Act, Cap. 486 (since repealed), and the Foundation has since 1968 worked with the Government under a Memorandum of Understanding signed on 7th March 1968.

8. The Foundation seeks to formalise and strengthen its Regional Office in Nairobi in order to expand its activities in Kenya and to serve the Eastern Africa region. The Government has agreed to the establishment and strengthening of the Regional Office and has undertaken to provide an enabling legal and institutional framework for its operations.

9. The Host Country Agreement between the Government of the Republic of Kenya and the Ford Foundation for the Establishment of a Regional Office in Kenya (the "Agreement") was negotiated through an inter-ministerial process in August 2025. It was signed in Nairobi on 13th March 2026 by the Prime Cabinet Secretary and Cabinet Secretary for Foreign and Diaspora Affairs on behalf of the Government and by Ms. Margaret Wawuda Mliwa, Regional Director for the Eastern Africa Regional Office, on behalf of the Foundation.

2.2 Object and Purpose of the Agreement and the Draft Order

10. The Agreement authorises the Foundation to establish a Regional Office in Nairobi for purposes of carrying out its activities in Kenya and elsewhere in Eastern Africa. It also defines the legal status, privileges, immunities and obligations of the Foundation and its officials in Kenya.

11. According to the Explanatory Memorandum, the objectives of the Agreement are:

(a) strengthening Kenya's position as a hub for social justice and philanthropic initiatives in Africa;

(b) supporting programmes focused on civic space, democratic governance, economic inclusion, gender justice and human rights; and

(c) enhancing long-term cooperation between the Government of Kenya and the Ford Foundation.

12. The draft Order is the domestic legal instrument through which the privileges and immunities agreed under the Agreement acquire the force of law in Kenya. Article XVII(1) of the Agreement provides that it shall enter into force upon gazettement and shall be presented to the National Assembly in accordance with the laws of Kenya. The Agreement does not, by itself, confer privileges or immunities enforceable in Kenya. It is the Order, made under section 11 of the Privileges and Immunities Act, that does so, and only to the extent specified in the Order.

2.3 Legislative Context

13. Article 94(5) and (6) of the Constitution permits Parliament to confer on a State organ or State officer the power to make provision having the force of law, provided that the parent Act specifies the purpose, objectives and limits of that authority.

14. Section 11(1) of the Privileges and Immunities Act, Cap. 179 provides that where the Government has entered into an agreement with an external agency under which, in return for assistance or co-operation in works executed in, or services rendered to, Kenya, the Government has agreed that the agency or persons in its service should enjoy immunities or privileges, the Cabinet Secretary may, by order:

(a) declare that the agency is one to which section 11 applies;

(b) provide that, to such extent as may be specified, the agency shall have the immunities and privileges set out in Part I of the Fourth Schedule to the Act; and

(c) confer upon such classes of officers and servants of the agency as may be specified, to such extent as may be specified, the immunities and privileges set out in Part III of the Fourth Schedule.

15. Section 11(2) requires an order to be framed so as to secure that no person is granted immunities or privileges greater in extent than those required by the agreement, and that no immunity or privilege is conferred on any person who is a citizen of, or permanently resident in, Kenya. Section 11(3) requires the Cabinet Secretary to specify, by notice in the Gazette, the persons who are for the time being entitled to the immunities and privileges. Section 11(4)(c) defines an "external agency" to include an internationally recognised foundation or other body.

16. Section 17 of the Act provides that any order made under the Act shall, unless a draft of it has been laid before Parliament and approved by resolution before it is made, be laid before Parliament without unreasonable delay, and shall be void if Parliament resolves to annul it within twenty sitting days after it is laid.

17. Upon being made and published, the Order will be a statutory instrument within the meaning of section 2 of the Statutory Instruments Act, Cap. 2A. The Committee therefore applied the requirements of sections 5, 5A, 6, 13 and 16 of that Act to the draft Order.

18. Article 210(1) of the Constitution provides that no tax or licensing fee may be imposed, waived or varied except as provided by legislation. Article 210(2) requires that where legislation permits the waiver of any tax or licensing fee, a public record of each waiver shall be maintained together with the reason for the waiver, and each waiver and the reason for it shall be reported to the Auditor-General.

19. The Treaty Making and Ratification Act, 2012 defines a treaty as an international agreement concluded between States. The Ford Foundation is a private non-profit corporation and not a State or an international organisation. The Agreement is therefore not a treaty requiring ratification under that Act, and the oversight role of Parliament is exercised through section 17 of the Privileges and Immunities Act.

2.4 Policy Context

20. According to the Explanatory Memorandum, the policy objective of the Privileges and Immunities Act is to provide immunities, privileges and capacities to international organisations and foundations with which Kenya partners. In furtherance of that objective, the Agreement seeks, subject to the laws of Kenya, to:

    (a) grant privileges, immunities and exemptions to the Ford Foundation; and

    (b) grant exemptions and privileges to officials of the Ford Foundation in the performance of official work.

21. The Ministry states that the Agreement will enhance Kenya's international profile, strengthen cooperation with global philanthropic stakeholders, create employment and capacity-building opportunities for Kenyan professionals, and increase support for projects in Kenya and Africa focused on democracy, inclusion and human rights.

2.5 Key Provisions of the Host Country Agreement

22. The principal provisions of the Agreement are summarised below.

23. Article I defines the terms used in the Agreement. "Officials of the Foundation" means the Regional Director, all internationally recruited staff and Kenyan nationals recruited locally, but excludes persons employed on an hourly basis.

24. Article II authorises the Foundation to establish a Regional Office in Nairobi under a Regional Director appointed by the President of the Foundation. Article III confers on the Foundation legal personality and the capacity to contract, to institute and defend legal proceedings, and to acquire, hold and dispose of property in accordance with the laws of Kenya. Article IV sets out the objectives of the Foundation, being scientific, educational and charitable purposes for the public welfare.

25. Article V provides for the inviolability of the offices, premises, property, archives and communications of the Foundation, and grants it immunity from legal process except in commercial and labour disputes, traffic claims and where immunity is expressly waived. Rules applicable within the premises are subject to the laws of Kenya, and the premises may not be used as a refuge.

26. Article VI exempts the Foundation from taxation, including stamp duty, land rates and rents, and from customs duty, excise duty and value added tax on goods and services for official use. Duty becomes payable where exempt goods are disposed of in Kenya. Article VII

permits the Foundation to hold, operate and transfer funds and currencies upon fulfilling the applicable legal requirements.

27. Article VIII sets out the privileges of officials, namely exemption from income tax and social security contributions, the duty-free importation of household effects and motor vehicles on first arrival, exemption from national service, banking and the transfer of funds, repatriation in times of crisis, immunity for official acts, freedom of movement and exemption from export duty on departure. Clauses 1, 2, 3, 5 and 9 of Article VIII do not apply to Kenyan citizens and permanent residents. Article IX provides for diplomatic identity cards, exemption from work permits, facilitation of entry and transit, and notification to the Government of officials and their dependants.

28. Articles X and XI require the Foundation to observe the labour laws of Kenya and the principle of non-discrimination, and to provide pension, social security and medical cover for its Kenyan and permanent resident staff. Article XII requires the Foundation to submit annual returns to the Ministry on all its activities in Kenya, including its income and expenditure and particulars of its employees. The first return is due within three months of signing, and thereafter annually by 31st December.

29. Article XIII obliges the Foundation and its officials to respect the laws of Kenya and not to interfere in the internal affairs of the Republic, and requires the Foundation to waive immunity where it would impede the course of justice. The Government may suspend privileges that are abused. No immunity extends to traffic offences, commercial transactions, civil and criminal actions and employment disputes involving Kenyan nationals, or to matters in which court orders have been issued.

30. Article XV provides for the amendment of the Agreement by Exchange of Notes, while Article XVI provides for the settlement of disputes by consultation and for claims by local nationals on employment, traffic and commercial matters to be determined by the courts of Kenya. Under Articles XVII and XVIII, the Agreement enters into force upon gazettement for a renewable period of ten years, and may be terminated by mutual consent, by twelve months' notice or upon closure of the Regional Office.

2.6 Summary of the Draft Order

31. The draft Order comprises seven paragraphs, as follows:

    (a) paragraph 1 provides for the citation of the Order as the Privileges and Immunities (Ford Foundation) Order, 2026;

    (b) paragraph 2 declares the Ford Foundation, being a non-profit organisation established with the aim of reducing poverty and inequality, strengthening democratic values and the rule of law, promoting international cooperation and advancing human achievement, and with which the Government has entered into an agreement for cooperation, to be an organisation to which section 11 of the Act applies;

    (c) paragraph 3 provides that the Foundation shall have the legal capacity of a body corporate to enter into contracts, institute and defend legal proceedings, and acquire, hold or dispose of movable and immovable property in accordance with the laws of Kenya;

    (d) paragraph 4 accords the Foundation the privileges and immunities specified in paragraphs 1 to 6 of Part I of the Fourth Schedule to the Act;

(e) paragraph 5 provides that no privilege or immunity shall extend to the Foundation or its officials with respect to claims arising out of road traffic offences and accidents, commercial transactions, civil and criminal actions or omissions, and employment disputes involving Kenyan or other nationals;

(f) paragraph 6 accords the Director, officials and staff of the Foundation, while residing in Kenya and performing duties in the service of the Foundation, the privileges and immunities specified in paragraphs 1 to 7 of Part III of the Fourth Schedule to the Act; and

(g) paragraph 7 provides that paragraphs 2 to 7 of Part III of the Fourth Schedule shall not apply to a citizen of Kenya or to any person who is ordinarily resident in Kenya.

2.7 Meeting with the Ministry of Foreign and Diaspora Affairs

32. Pursuant to section 16 of the Statutory Instruments Act, the Committee met the Ministry of Foreign and Diaspora Affairs represented by Dr. Martin Owuor, Head of Legal Services, who appeared on behalf of the Prime Cabinet Secretary and Cabinet Secretary, accompanied by Amb. Daniel Wambura, Head of Privileges and Immunities and Ms. Margaret Mliwa, Regional Director of the Ford Foundation.

33. Dr. Owuor briefed the Committee on the provisions of the draft Order, covering its citation, the declaration of the Foundation as an organisation to which section 11 of the Act applies, its legal capacity, the privileges and immunities conferred under Parts I and III of the Fourth Schedule to the Act, and the exclusion of citizens of Kenya and persons ordinarily resident in Kenya.

34. Upon deliberation, the Committee observed that:

(a) the draft Order had been submitted in draft form, before being made and published, by letter Ref. MFA/NGO/31/VOL. I (22) dated 25th May 2026, as required by section 17 of the Privileges and Immunities Act;

(b) the draft Order, read with the Agreement, confers extensive privileges and immunities, including immunity from search and requisition, immunity from legal process, exemption from taxation including land rates and rents, exemption from value added tax and income tax, and the duty-free importation of motor vehicles, and that the cumulative legal and fiscal effect of the exemptions required close scrutiny;

(c) the proposed immunity from legal proceedings raised concerns regarding accountability and the remedies available to persons who may have claims against the Foundation;

(d) Article IX of the Agreement exempts officials from the requirement to obtain work permits or passes, but the draft Order does not disclose how the officials entitled to that exemption are to be identified;

(e) the draft Order does not limit the number of officials and staff to whom the privileges and immunities may extend;

(f) the views of the Judiciary and the Executive had been obtained, but the legislative arm had not been engaged until the draft Order was laid before the House; and

(g) the draft Order is accompanied by an Explanatory Memorandum setting out its purpose, legislative context, policy background and the outcome of consultations.

CHAPTER THREE

3.0 COMMITTEE OBSERVATIONS

35. Having examined the draft Order, the Explanatory Memorandum, the Agreement and the submissions of the Ministry, the Committee made the following observations.

3.1 Procedure and Statutory Timelines

36. The Cabinet Secretary transmitted the Explanatory Memorandum and the draft Order by letter dated 25th May 2026 "for consideration and approval by the National Assembly prior to its gazettement". The Committee observed that the Cabinet Secretary elected the first procedure under section 17 of the Act. The draft Order therefore requires the approval of the House by resolution before it is made, and the annulment procedure under the second limb of section 17 does not apply at this stage.

37. The letter was received by the Clerk on 18th June 2026, twenty-four days after it was signed, and the draft Order was laid on Tuesday, 23rd June 2026. As the Order has not been published, no question of delay in publication or laying arises under section 13(j) of the Statutory Instruments Act.

38. At its sitting of 15th September 2026, the Committee noted that the views of the Judiciary and the Executive were obtained during the negotiation of the Agreement, but that Parliament was not engaged until the draft Order was laid. The Committee observed that section 17 of the Act secures the approval of the House before the Order is made. As the Agreement enters into force only upon gazettement of the Order under Article XVII, it cannot take effect without that approval.

39. The Committee considered the draft Order within the statutory sitting days of its referral on 23rd June 2026. The Committee further observed that the deemed-compliance provision in section 15(2) of the Statutory Instruments Act cannot take the place of the affirmative resolution of the House that section 17 of the Privileges and Immunities Act requires for a draft order.

3.2 Enabling Power

40. The Committee observed that the conditions in section 11(1) of the Act are satisfied, in that:

    (a) the Government has entered into an agreement with the Foundation, being the Agreement signed on 13th March 2026;

    (b) the Foundation, being an internationally recognised foundation, is an external agency within the meaning of section 11(4)(c) of the Act;

    (c) the Agreement is in return for co-operation and services rendered to Kenya, including grant-making, capacity building and employment opportunities, as set out in Articles II, IV and XII of the Agreement and Part 5 of the Explanatory Memorandum; and

    (d) the Government has agreed that the Foundation and its officials shall enjoy immunities and privileges, under Articles V, VI and VIII of the Agreement.

41. Paragraphs 2, 4 and 6 of the draft Order are therefore within the powers conferred by section 11(1)(a), (b) and (c) of the Act. Paragraphs 5 and 7 limit the extent of the privileges conferred, as section 11(1)(b) and (c) and section 11(2) contemplate.

42. Paragraph 3 of the draft Order provides that the Foundation shall have the legal capacity of a body corporate. The Committee observed that the Foundation already possesses legal capacity in Kenya by virtue of the registration of its Regional Office under the Companies Act, Cap. 486 on 4th October 1966 and Article III of the Agreement. Paragraph 3 is therefore declaratory of the existing legal status of the Foundation, confers no additional immunity, privilege or exemption, and does not offend section 13(a) or (i) of the Statutory Instruments Act.

3.3 Exclusion of Kenyan Citizens and Permanent Residents

43. Section 11(2) of the Act requires an order to be framed so as to secure that no immunity or privilege is conferred on any person who is a citizen of, or permanently resident in, Kenya.

44. Paragraph 7 of the draft Order gives effect to this requirement by providing that paragraphs 2 to 7 of Part III of the Fourth Schedule shall not apply to a citizen of Kenya or to any person who is ordinarily resident in Kenya. Kenyan citizens and residents employed by the Foundation therefore do not enjoy the tax exemptions, exemption from national service, immigration exemptions, currency and repatriation facilities or customs privileges conferred on officials. This is consistent with the proviso to Article VIII of the Agreement.

45. The Committee further observed that the immunity of officials under paragraph 1 of Part III of the Fourth Schedule is functional, being limited to acts done in the course of official duties, and is subject to paragraph 5 of the draft Order, under which no privilege or immunity extends to the officials of the Foundation in respect of claims arising out of road traffic offences and accidents, commercial transactions, civil and criminal actions or omissions, and employment disputes.

3.4 Fundamental Rights, Access to Justice and the Rule of Law

46. Paragraph 1 of Part I of the Fourth Schedule confers on the Foundation immunity from suit and legal process, and paragraph 1 of Part III confers on its officials immunity for acts done in the course of official duties. These provisions engage section 13(b) and (e) of the Statutory Instruments Act and Article 48 of the Constitution.

47. At its sitting of 15th September 2026, the Committee raised concern regarding accountability and the remedies available to persons with claims against the Foundation. The Committee noted that paragraph 5 of the draft Order responds to this concern by excluding immunity for road traffic, commercial, civil, criminal and employment claims.

48. The Committee observed that the limitation is reasonable and justifiable within the meaning of Article 24 of the Constitution, in that:

    (a) paragraph 5 of the draft Order excludes from immunity all claims arising out of road traffic offences and accidents, commercial transactions, civil and criminal actions or omissions, and employment disputes, giving these safeguards the force of law;

    (b) the immunity of officials is functional and limited to official acts;

(c) under Article XIII of the Agreement, the Foundation has a duty to waive immunity where it would impede the course of justice, no immunity extends to matters in which court orders have been issued, and the Government may suspend privileges that are abused; and

(d) under Article X of the Agreement, the Foundation is required at all times to observe Kenyan labour laws.

49. The Committee further observed that the exclusions in paragraph 5 are expressed broadly and extend to claims involving Kenyan and other nationals. This approach favours access to justice and preserves the jurisdiction of the courts for all persons affected by the activities of the Foundation.

50. Article XVI(2) of the Agreement requires claims against the Foundation to be referred first to the Ministry for negotiation. The Committee observed that this requirement is an arrangement between the Parties, is not given legal effect by the draft Order, and cannot limit the right of any person to approach the courts under Articles 48 and 159 of the Constitution.

3.5 Fiscal Implications and Regulatory Impact

51. The draft Order exempts the Foundation from rates and taxes and from taxes on goods and services for official use, and exempts its non-citizen officials from tax on emoluments and from duty on personal effects on first arrival. These exemptions do not impose taxation within the meaning of section 13(d) of the Statutory Instruments Act. They do, however, constitute revenue forgone and engage section 13(g).

52. Part 7 of the Explanatory Memorandum states that the Agreement imposes no direct financial obligation on the Government beyond facilitating the operations of the Regional Office. No regulatory impact statement was prepared, and the Explanatory Memorandum does not estimate the revenue forgone. The Committee observed that the exemptions relate to a single regional office and its non-citizen officials, and their cost is unlikely to be significant on the community within the meaning of section 6 of the Statutory Instruments Act. The Committee nonetheless urges the Ministry to quantify the revenue forgone in future Explanatory Memoranda.

53. The Committee observed that the exemptions satisfy Article 210(1) of the Constitution, being provided for by section 11 of, and the Fourth Schedule to, the Privileges and Immunities Act. Article 210(2) requires a public record of each waiver, with the reason for it, to be maintained and reported to the Auditor-General. The Committee further observed that duty becomes payable where exempt goods are disposed of in Kenya, and the Kenya Revenue Authority should enforce this condition.

54. The Committee noted at its sitting of 15th September 2026 that the cumulative fiscal effect of the exemptions requires close scrutiny. Article VIII(2) of the Agreement provides for the duty-free importation or local purchase of one motor vehicle for each official and one for the spouse, replaceable after four years. The draft Order does not confer this exemption in those terms, as paragraph 7 of Part III of the Fourth Schedule is limited to furniture, personal property and household effects on first arrival. The Kenya Revenue Authority should therefore apply the exemption strictly in accordance with the Order and the Fourth Schedule, and not the wider terms of the Agreement.

3.6 Consultation and the Explanatory Memorandum

55. Section 5 of the Statutory Instruments Act requires appropriate consultation before a statutory instrument is made, particularly where it is likely to have a direct or substantial indirect effect on business or to restrict competition. Section 5A requires the Explanatory Memorandum to demonstrate that sufficient public consultation was conducted as required under Articles 10 and 118 of the Constitution or, where none was undertaken, to explain why.

56. At its sitting of 15th September 2026, the Committee noted that the draft Order is accompanied by an Explanatory Memorandum setting out its purpose, legislative context, policy background and the outcome of consultations. On closer examination, the Committee made the further observations below.

57. Part 8 of the Explanatory Memorandum records that the views of the National Treasury and Economic Planning, the Office of the Attorney-General, the Directorate of Immigration, the Kenya Revenue Authority and the Judiciary were considered.

58. The Committee observed that the draft Order regulates the relationship between the Government and a single entity, has no direct effect on business or competition, and imposes no obligation on members of the public. Inter-agency consultation with the relevant State agencies was therefore appropriate and sufficient in the circumstances. The Explanatory Memorandum, read together with the Agreement, provides adequate information to enable the House to consider the draft Order.

3.7 Duration of the Agreement

59. Under Articles XVII and XVIII, the Agreement is in force for ten years, renewable, and may be terminated by mutual consent, by twelve months' notice or upon closure of the Regional Office. The Committee observed that privileges under section 11 are premised on the existence of the agreement, and that the Order should be revoked upon expiry or termination of the Agreement. Any amendment of the Agreement that extends privileges would require a further order laid before the House under section 17 of the Act.

3.8 Oversight Safeguards and Identification of Beneficiaries

60. The Committee observed that the Agreement contains the following oversight safeguards:

    (a) the Foundation is required to submit annual returns to the Ministry on all its activities in Kenya, including a summary of income and expenditure and particulars of its employees. The first return was due within three months of signing, by 13th June 2026, and thereafter annually by 31st December;

    (b) the Regional Director is required under Articles VIII(10) and IX(2) of the Agreement to notify the Government of the names and positions of the officials entitled to privileges, their dependants, and their arrival and final departure;

    (c) the Foundation and all persons enjoying privileges have a duty to respect the laws of Kenya and not to interfere in the internal affairs of the Republic;

    (d) the Foundation is required to ensure that its staff, consultants and contractors respect the laws of Kenya and do not engage in activities incompatible with its objectives; and

    (e) the Government reserves the right to suspend the privileges of the Foundation or any official where they are abused or impede the course of justice.

61. The Committee observed that section 11(3) of the Act requires the Cabinet Secretary to specify, by notice in the Gazette, the persons who are for the time being entitled to the privileges and immunities. Publication of that notice, updated with the notifications made by the Regional Director under the Agreement, would identify beneficiaries publicly and provide a basis for oversight. The absence of a ceiling on the number of beneficiaries is not inconsistent with section 11, which permits privileges to be conferred on classes of officers.

62. The Committee observed that these safeguards are adequate, provided that the section 11(3) notice is published and kept current, an approved staff establishment is agreed for the Regional Office, and the safeguards are actively enforced by the Ministry with Parliament kept informed.

CHAPTER FOUR

4.0 COMMITTEE RECOMMENDATION

63. Having examined the draft Privileges and Immunities (Ford Foundation) Order, 2026 against the Constitution, the Privileges and Immunities Act, Cap. 179, the Statutory Instruments Act, Cap. 2A and the Interpretation and General Provisions Act, Cap. 2, the Committee recommends that the House resolves as follows:

THAT, pursuant to section 17 of the Privileges and Immunities Act, Cap. 179, this House **APPROVES** the draft Privileges and Immunities (Ford Foundation) Order, 2026, laid on the Table of the House on Tuesday, 23rd June 2026.

Signed .....**Date** 12/10/2026

HON. CHEPKONG'A KIPRONO SAMUEL, CBS, M.P.
CHAIRPERSON, COMMITTEE ON DELEGATED LEGISLATION

THE NATIONAL ASSEMBLY
PAPERS LAID

DATE: 13 OCT 2026 | DAY. TUESDAY

TABLED BY:	HON. GICHIMU GITHINJI, MP (VICE CHAIRPERSON)
CLERK-AT THE-TABLE:	INZOFU MWALE, HSC

MINUTES OF THE 47TH SITTING OF THE COMMITTEE ON DELEGATED LEGISLATION HELD ON THURSDAY, 8TH OCTOBER, 2026, IN COMMITTEE ROOM 21, 5TH FLOOR, BUNGE TOWER AT 10.00 AM

PRESENT

1. The Hon. Samuel Kiprono Chepkong'a, CBS, M.P. – Chairperson
2. The Hon. Robert Gichimu Githinji, M.P. - Vice-Chairperson
3. The Hon. Robert Mbui, CBS, M.P
4. The Hon. Julius Lekakeny Ole Sunkuli, EGH, EBS M.P
5. The Hon. Anthony Oluoch, M.P.
6. The Hon. Maj. (Rtd). Abdullahi Bashir Sheikh, M.P.
7. The Hon. Lenguris Pauline, M.P
8. The Hon. Innocent Mugabe, M.P.
9. The Hon. (Dr.) Mamwacha Onchoke Charles, M.P
10. The Hon. Joseph Kamau Munyoro, M.P.
11. The Hon. Waithaka John Machua, M.P.
12. The Hon. Odoyo, Jared Okello, M.P
13. The Hon. Mwirigi, John Paul, M.P
14. The Hon. Maj. (Rtd) Dekow Barrow Mohamed, M.P
15. The Hon. Chepkorir, Linet, M.P
16. The Hon. Laura Amina Mnyazi, M.P

APOLOGIES

1. The Hon. (Dr) Kimaiyo, Gideon Kipkoech, M.P
2. The Hon. Yakub Adow Kuno, M.P.
3. The Hon. Paul Chebor, M.P
4. The Hon. Kamene Joyce, M.P
5. The Hon. Omondi, Moses Okoth, M.P

IN ATTENDANCE
SECRETARIAT

1.	Ms. Wanjiru Mwaura	-	Principal Clerk Assistant I/HOD SC
2.	Mr. Brian Langwech	-	Clerk Assistant III
3.	Ms. Grace Odedere	-	Clerk Assistant III
4.	Ms. Angela Musau	-	Legal Counsel II
5.	Ms. Brendah Michira	-	Research Officer III
6.	Mr. Yaku Ahmed	-	Media Relations Officer
7.	Mr. Rodgers Kilungya	-	Hansard Officer II
8.	Mr. Cosmas Akhonya	-	Sergeant at Arms
9.	Mr. Victor Mutahi	-	Intern

MINISTRY OF FOREIGN AND DIASPORA AFFAIRS

1.	H.E. (Dr.) Musalia Mudavadi	-	PCS, MFA
2.	Ms. Anne Olubendi	-	Advisor, OPCS
3.	Dr. Martin Owuor	-	General Legal, DFA
4.	Amb. Daniel Tanui	-	DDGPC, DFA
5.	Mr. Idris A. Hassan	-	DDCS, MFA\SDFA
6.	Mr. Folahanmi Fagbule	-	Director, AFC
7.	Mr. Nehemiah Moronge	-	PPAO, OPCS
8.	Mr. Lenin Lumumba	-	Communication, Ford Foundation (FF)
9.	Ms. Margaret Mliwa	-	Regional Director, FF
10.	Ms. Susan Wanjohi	-	Operations Director, FF
11.	Ms. Eddah Mogake	-	SSC, MFDA
12.	Mr. Michael Ndegwa	-	FSO, MFDA
13.	Ms. Jebet Koga	-	FSO, MFDA
14.	Mr. Muliro Nasang'o	-	SRP. MFDA
15.	Mr. Isaac N. Nyiye	-	Parliamentary Affairs. OPCS
16.	Mr. James Juma	-	Parliamentary Afffairs, OPCS
17.	Mr. Jacob Ng'etich	-	DPS, OPCS
18.	Mr. Kiprop Mommei	-	DPA, OPCS
19.	Mr. Mwakunde B. Glonar	-	PFSO, SDFA
20.	Mr. Bantu Kinama	-	FSO-1, SDFA

AGENDA

1. Prayers
2. Preliminaries
3. Adoption of the Agenda
4. Confirmation of minutes
5. Matters arising
6. **Meeting with the Prime Cabinet Secretary and Cabinet Secretary for Foreign and Diaspora Affairs regarding the following the draft Orders;**
   I. **The Privileges and Immunities (Africa Finance Corporation) Order, 2026, and**
   II. **The Privileges and Immunities (Ford Foundation) Order, 2026**
7. **Meeting with the Cabinet Secretary, National Treasury and Economic Planning regarding the Virtual Asset Service Providers Regulations, 2026**
8. Any Other Business; and
9. Adjournment.

MIN. DAA&GPC/CDL/234/2026: PRELIMINARIES

The Chairperson called the meeting to order at 10.14 a.m. after which he said a word of prayer. He then welcomed all to the meeting followed by a round of introductions.

MIN. DAA&GPC/CDL/235/2026: ADOPTION OF THE AGENDA

The agenda of the meeting was adopted, having been proposed by the Hon. (Dr.) Mamwacha Onchoke Charles, M.P and seconded by the Hon. Joseph Kamau Munyoro, M.P.

MIN. DAA&GPC/CDL/236/2026: CONFIRMATION OF MINUTES

The Minutes of the 46th sitting held on Tuesday, 6th October, 2026 were confirmed as a true record of the proceedings, having been proposed by the Hon. Innocent Mugabe, M.P. and seconded by the Hon. Julius Lekakeny Ole Sunkuli, EGH, EBS M.P

MIN. DAA&GPC/CDL/237/2026: MATTERS ARISING

The Committee resolved to make a decision on the Privileges and Immunities (Ford Foundation) Order, 2026 in its next meeting on Thursday, 8th October, 2026

MIN.DAA&GPC/CDL/238/2026: MEETING WITH THE PRIME CABINET SECRETARY AND CABINET SECRETARY FOR FOREIGN AND DIASPORA AFFAIRS REGARDING THE PRIVILEGES AND IMMUNITIES (AFRICA FINANCE CORPORATION) ORDER, 2026, AND THE PRIVILEGES AND IMMUNITIES (FORD FOUNDATION) ORDER, 2026

The Prime Cabinet Secretary and Cabinet Secretary for Foreign and Diaspora Affairs, H.E. Dr. Musalia Mudavadi, EGH appeared before the Committee and briefed on the Privileges and Immunities (Africa Finance Corporation) Order, 2026, and the Privileges and Immunities (Ford Foundation) Order, 2026 as follows;

I. THE PRIVILEGES AND IMMUNITIES (AFRICA FINANCE CORPORATION) ORDER, 2026

The Order comprises seven (7) paragraphs as follows: —

1. **Paragraph 1** provides for the citation of the Order as the Privileges and Immunities (Africa Finance Corporation) Order, 2026.
2. **Paragraph 2** declares Africa Finance Corporation, being a multilateral financial institution established to provide pragmatic solutions to Africa's infrastructure deficit and challenging operating environment, catalyse private sector-led investments in infrastructure and industrial sectors critical to Africa's sustainable growth and accelerate Africa's industrialisation, to be an organisation to which section 9 of the Act applies.
3. **Paragraph 3** confers on the Corporation the legal capacity of a body corporate to enter into contracts, to institute and defend legal proceedings, and to acquire, hold or

dispose of movable and immovable property in accordance with the laws of the Republic of Kenya.

4. **Paragraph 4** accords the Corporation the privileges and immunities specified in paragraphs 1, 2 and 3 of Part I of the Fourth Schedule to the Act.
5. **Paragraph 5** provides that no privilege or immunity extends to the Corporation or its Officials with respect to claims arising out of road traffic offences and accidents, commercial transactions, civil actions arising out of the exercise of its powers to borrow money and to guarantee obligations, enforcement of an arbitration award made against the Corporation, criminal actions or omissions, and employment disputes involving a Kenyan or other national.
6. **Paragraph 6** accords the Officials of the Corporation, while residing in Kenya and performing duties in the service of the Corporation, the privileges and immunities specified in paragraphs 1, 2, 3, 4, 5, 6 and 7 of Part III of the Fourth Schedule to the Act.
7. **Paragraph 7** provides that paragraphs 2, 3, 4, 5, 6 and 7 of Part III of the Fourth Schedule to the Act do not apply to a citizen of Kenya or to any person who is ordinarily resident in Kenya.
8. Upon deliberations, the committee observed that;
    i. The Order was submitted in draft form, before being made and published in the Gazette, by the Prime Cabinet Secretary and Cabinet Secretary for Foreign and Diaspora Affairs vide letter Ref. MFA/NGO/31/VOL. I (22) dated 25th May 2026 as required by Section 17 of the Privileges and Immunities Act, Cap. 179.
    ii. The Order grants privileges and immunities, including immunity from search and requisition, immunity from legal process, exemption from taxation including land rates and rents, exemption from value added tax and income tax, and the duty-free importation of two motor vehicles. It was noted that cumulative legal and fiscal effect of the proposed exemptions requires close scrutiny.
    iii. The Order is accompanied by a detailed Explanatory Memorandum which provides for the purpose of the Order, legislative context, policy background, public consultation outcome.
9. **In view of the above findings, the Committee resolved to approve the draft Privileges and Immunities (Africa Finance Corporation) Order, 2026 having been proposed by the Hon. (Dr.) Mamwacha Onchoke Charles, M.P., and seconded by the Hon. Julius Lekakeny Ole Sunkuli, EGH, EBS M.P.**

II. THE PRIVILEGES AND IMMUNITIES (FORD FOUNDATION) ORDER, 2026

1. **Paragraph 1** provides for the citation of the Order as the Privileges and Immunities (Ford Foundation) Order, 2026.
2. **Paragraph 2** declares the Foundation, being a non-profit organisation established to advance human welfare, reduce poverty and injustice, strengthen democratic values, promote international co-operation and advance human achievement.

3. **Paragraph 3** confers on the Foundation the legal capacity of a body corporate, including the capacity to enter into contracts, to institute and defend legal proceedings, and to acquire, hold and dispose of movable and immovable property in accordance with the laws of Kenya.
4. **Paragraph 4** accords the Foundation the privileges and immunities specified in paragraphs 3 and 4 of Part I of the Fourth Schedule to the Act.
5. **Paragraph 5** accords the director, officials and staff of the Foundation, while residing in Kenya and performing duties in the service of the Foundation, the privileges and immunities specified in paragraphs 1, 2, 3, 4, 5, 6 and 7 of Part III of the Fourth Schedule to the Act.
6. **Paragraph 6** provides that paragraph 5 does not apply to citizens of Kenya or to persons ordinarily resident in Kenya, except solely for the purpose of being an employee of, and working exclusively for, the Foundation.
7. Upon deliberations, the committee observed that;
    i. Section 17 of the Privileges and Immunities Act, Cap. 179 provides that any order made under the Act shall, unless a draft of it has been laid before Parliament and approved by resolution before it is laid before Parliament without unreasonable delay, and shall be void if Parliament resolves to annul it within twenty sitting days after it is laid.
    ii. The Order was submitted in draft form, before being made and published in the Gazette, by the Prime Cabinet Secretary and Cabinet Secretary for Foreign and Diaspora Affairs.
    iii. The Order was transmitted vide letter Ref. MFA/INT/147/VOL.19 (31) dated 4th August 2026, pursuant to section 17 of the Privileges and Immunities Act, Cap. 179 and section 11 of the Statutory Instruments Act, Cap. 2A, together with an Explanatory Memorandum.
    iv. The Order is accompanied by a detailed Explanatory Memorandum which provides for the purpose of the Order, legislative context, policy background, public consultation outcome.
8. **In view of the above findings, the Committee resolved to approve the draft Privileges and Immunities (Ford Foundation) Order, 2026 having been proposed by the Hon. Innocent Mugabe, M.P., and seconded by the Hon. Joseph Kamau Munyoro, M.P.**

MIN.DAA&GPC/CDL/239/2026: MEETING WITH THE CABINET SECRETARY, NATIONAL TREASURY AND ECONOMIC PLANNING REGARDING THE VIRTUAL ASSET SERVICE PROVIDERS REGULATIONS, 2026

The Cabinet Secretary for the National Treasury and Economic Planning was scheduled to appear before the Committee to present the Virtual Asset Service Providers Regulations, 2026. However, vide a letter referenced **TNT/CONF 268/019 'TY' (91),** dated 8th October, 2026, the Ministry requested that the meeting be rescheduled due to the exigencies of the Cabinet Secretary's prior arranged official duties.

The Committee considered and acceded to the request and resolved to invite the Cabinet Secretary to appear before it on Thursday, 15th October, 2026.

MIN. DAA&GPC/CDL/240/2026: ADJOURNMENT

The meeting was adjourned at 12.15pm. The next meeting will be held on Tuesday, 13th October, 2026.

SIGNED: .....DATE..13/10/2026.....

THE HON. SAMUEL CHEPKONG'A, CBS, M.P.
CHAIRPERSON, COMMITTEE ON DELEGATED LEGISLATION.

THIRTEENTH PARLIAMENT – FIFTH SESSION – 2026
DIRECTORATE OF AUDIT, APPROPRIATIONS & GENERAL-PURPOSE COMMITTEES
COMMITTEE ON DELEGATED LEGISLATION

ADOPTION LIST

Date: 8th October 2026 **Venue:** Comm Room 21, 5th Floor, Bunge Towers
Time Started: 10:22 a.m. **Time ended:** 12:45 pm
Agenda: Consideration of the Privileges and Immunities (Ford Foundation) Order, 2026.

NO.	NAME	SIGNATURE
1.	**The Hon. Chepkong'a Kiprono Samuel, CBS, M.P, Chairperson**	
2.	**The Hon. Githinji, Robert Gichumi, M.P. Vice-Chairperson**	
3.	The Hon. Mbui, Robert, CBS, M.P.	
4.	The Hon. Sunkuli Julius Lekakeny, EGH, EBS, MP	
5.	The Hon. Maj. (Rtd) Abdullahi Bashir Sheikh, M.P.	
6.	The Hon. Mwirigi, John Paul, M.P.	
7.	The Hon. Kamene, Joyce, M.P.	
8.	The Hon. Omondi, Moses Okoth M.P.	
9.	The Hon. Odoyo, Jared Okello, M.P.	
10.	The Hon. Anthony, Oluoch, M.P.	
11.	The Hon. Maj. (Rtd.) Dekow Barrow Mohamed, M.P.	
12.	The Hon. Munyoro, Joseph Kamau, M.P.	
13.	The Hon. (Dr.) Kimaiyo, Gideon Kipkoech, M.P.	
14.	The Hon. Waithaka, John Machua, M.P.	

NO.	NAME	SIGNATURE
15.	The Hon. Chepkorir, Linet, M.P.	
16.	The Hon. Chebor, Paul, M.P.	
17.	The Hon. Lenguris, Pauline, M.P.	
18.	The Hon. (Dr.) Mamwacha Onchoke Charles, M.P.	
19.	The Hon. Yakub, Adow Kuno, M.P.	
20.	The Hon. Mnyazi, Amina Laura, M.P.	
21.	The Hon. Mugabe, Innocent Maino, M.P.	

OFFICE OF THE CABINET SECRETARY

MFA/NGO/31/VOL. I (22) 25th May 2026

THE NATIONAL ASSEMBLY
PAPERS LAID
DATE: 23 JUN 2026
TABLED BY: Hon. Beatrice Nyaga, Deputy Leader of Majority Party
CLERK-AT THE-TABLE: P Mug

Samuel Njoroge, CBS
Clerk of the National Assembly
Office of the Clerk
The National Assembly
NAIROBI

Dear Njoroge,

SUBMISSION OF THE EXPLANATORY MEMORANDUM IN RESPECT OF THE ORDER GAZETTING THE HOST COUNTRY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KENYA AND THE FORD FOUNDATION

Reference is made to the above subject matter.

The Host Country Agreement (HCA) between the Government of Kenya and the Ford Foundation was negotiated through an inter-ministerial process in August 2025 and signed on 13th March 2026 (copy attached).

Pursuant to Section 11 of the Statutory Instruments Act of 2013 CAP 2 A, please find attached the Explanatory Memorandum in respect of the Host Country Agreement between the Government of the Republic of Kenya and the Ford Foundation for consideration and approval by the National Assembly prior to its gazettement.

Yours Sincerely,

NATIONAL ASSEMBLY
RECEIVED
18 JUN 2026
CLERK'S OFFICE
P. O. Box 41842, NAIROBI.

H.E. DR. MUSALIA MUDAVADI, E.G.H.
PRIME CABINET SECRETARY AND
CABINET SECRETARY FOR FOREIGN AND DIASPORA AFFAIRS
Encl.

EXPLANATORY MEMORANDUM ON THE HOST COUNTRY AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KENYA AND THE FORD FOUNDATION FOR THE ESTABLISHMENT OF A REGIONAL OFFICE IN NAIROBI, KENYA

PART 1

Name of the Statutory Instrument: Host Country Agreement Between the Government of the Republic of Kenya and the Ford Foundation on Establishment of the Ford Foundation Regional Office in Nairobi

THE NATIONAL ASSEMBLY
PAPERS LAID
DATE: 23 JUN 2026 DAY.
TABLED BY: Hon Raya Yaa MP Leader of Majority Party
CLERK-AT THE-TABLE: P Mutiga

Name of the Parent Act: Privileges and Immunities Act, CAP 179.

Enacted Pursuant to: Section 11 of the Privileges and Immunities Act

Name of the Ministry/Department: Ministry of Foreign and Diaspora Affairs

Gazette on: .....

Tabled on .....

PART II

1. Purpose of the HCA between the Government of the Republic of Kenya and the Ford Foundation on the Establishment of the Ford Foundation Regional Office in Nairobi

INTRODUCTION

1.1 The Ford Foundation is an independent international philanthropic organization established in 1936 with the aim of advancing human welfare, reducing inequality, and promoting social justice. It is registered as a charitable foundation in the United States with headquarters in New York.

1.2 The Ford Foundation:

a) Operates through regional offices and partner institutions to support visionary leaders, strengthen civil society, promote democratic values, and advance equitable development;

b) Works to promote global cooperation and collaboration by bringing together governments, international organizations, the private sector, civil society, and other stakeholders toward common goals of justice, inclusion, and human rights;

c) Aims to catalyze action by providing grants, tools, support, and resources to address inequality, strengthen civic space, and support innovative solutions, with a strong focus on Africa.

1.3 The Ford Foundation has been working in collaboration with the Government of Kenya, local and international partners in the Republic of Kenya since 1963, when it opened its East Africa office in Nairobi.

1.4 The Ford Foundation is desirous of formalizing and strengthening its Regional Office in Nairobi to enhance and expand its activities in the Republic of Kenya and to better serve the broader East African region and the African continent.

1.5 In order to enhance the cooperation and ensure effective operations by the Ford Foundation within the Republic of Kenya, there is need to provide an enabling, requisite and appropriate legal and institutional framework.

1.6 The Government of the Republic of Kenya agrees to the establishment and strengthening of the regional office of the Ford Foundation for purposes of carrying out its activities in the Republic of Kenya and elsewhere in the African region.

1.7 This Explanatory Memorandum provides a detailed justification and explanation of the Host Country Agreement (HCA) between the Government of Kenya and the Ford Foundation. The Agreement formalizes a Regional Office of the Ford Foundation in Nairobi, Kenya, to enhance Kenya's role in social justice, civic engagement, and equitable development efforts across Africa. It also defines the legal status, privileges, immunities, and obligations of the Ford Foundation and its officials within Kenya. The primary objectives include:

a) Strengthening Kenya's position as a hub for social justice and philanthropic initiatives in Africa.

b) Supporting programs focused on civic space, democratic governance, economic inclusion, gender justice, and human rights.

c) Enhancing long-term cooperation between the Government of Kenya and the Ford Foundation.

2. LEGISLATIVE CONTEXT

2.1 The Agreement is entered into pursuant to Kenya's international commitments on sustainable development, human rights, and good governance, including relevant national policies.

2.2 The Agreement does not require ratification by Parliament in accordance with Article 2(6) of the Constitution of Kenya, which integrates international agreements into national law.

2.3 Pursuant to section 11 of the Privileges and Immunities Act, the Government recognizes the Ford Foundation as an international philanthropic organization with legal personality and full capacity to perform its functions and achieve its objectives.

2.4 The Ford Foundation has capacity to;

a) acquire, hold and dispose of movable and immovable property solely for the purposes of performing its official functions; and

b) institute and defend legal proceedings.

c) contract; and or enter into agreements with states, individuals, or other entities

3. POLICY BACKGROUND

3.1 The policy objective of the Privileges and Immunities Act is to provide immunities, privileges and capacities to international organizations and foundations with which Kenya partners.

3.2 The HCA in furtherance of the policy objective seeks, subject to the laws of Kenya to:

a. Grant privileges, Immunities and exemptions to the Ford Foundation; and
b. Grant Exemptions and privileges to officials of the Ford Foundation in the performance of official work.

4. KEY PROVISIONS OF THE AGREEMENT

(a) Establishment of the Regional Office

The Government of Kenya grants permission for the Ford Foundation to establish/strengthen its Regional Office in Nairobi.

The Office will facilitate philanthropic programs, grant-making, and partnerships to advance social justice and equitable development in Africa.

(b) Legal Status and Functions of Ford Foundation

The Ford Foundation is recognized as an international philanthropic organization with legal personality. It can enter into contracts, acquire property, and institute legal proceedings.

(c) Privileges and Immunities

The Ford Foundation's property and assets will be immune from legal processes except where immunity is expressly waived. Officials of the Ford Foundation will be granted tax exemptions, work permits, and other privileges similar to those of other international organizations. Immunity will not apply in claims arising from traffic offences and accidents, commercial transactions, civil and criminal actions and employment disputes involving Kenyans.

(d) Tax Exemptions and Fiscal Arrangements

The Agreement provides tax exemptions on official Ford Foundation activities. Goods and services imported for official use will be exempt from customs duties and VAT.

(e) Employment Conditions

The Ford Foundation will recruit both international and local personnel. Kenyan citizens will be given priority and recruited across all levels where applicable.

(f) Dispute Resolution

Any disputes arising from the implementation of the Agreement will be resolved through consultations and, if necessary, through Kenyan courts.

(g) Entry into Force and Duration

The Agreement takes effect upon gazettement and will remain in force for ten (10) years, renewable by mutual agreement of the Parties.

5. BENEFITS TO KENYA

The Host Country Agreement with the Ford Foundation is a strategic initiative aligned with Kenya's development agenda on governance, social inclusion, and equitable growth. It provides an opportunity for Kenya to benefit from global philanthropic expertise and resources while reinforcing Nairobi's status as a hub for international organizations and civil society initiatives.

Additionally, it will:

a) Enhance Kenya's international profile as a leader in social justice and civic engagement.

b) Strengthen cooperation with global philanthropic stakeholders.

c) Create job opportunities and capacity-building opportunities for Kenyan professionals.

d) Increase support and resources for projects in Kenya and Africa focused on democracy, inclusion, and human rights.

6. IMPACT

The Impact on Fundamental Rights and Freedoms

The HCA is not anticipated to have any negative impact or violate fundamental rights and freedoms of any person subject to it

The Impact on the Private Sector

It is expected that the HCA will create a positive impact on the private sector through partnerships, innovation, and collaboration on development solutions.

The Impact on the Public Sector

The HCA will facilitate knowledge-sharing and learning, guide and enable the implementation of solutions, and mobilize resources for social justice and governance initiatives.

7. FINANCIAL IMPLICATIONS

The Agreement does not impose any direct financial obligations on the Government of Kenya beyond facilitating the operations of the Regional Office. The benefits in terms of technical expertise, grant funding, and capacity-building outweigh any potential costs.

8. PUBLIC CONSULTATIONS

The Agreement has considered the views of key stakeholders such as the National Treasury and Economic Planning, Office of the Attorney General, Directorate of Immigration, Kenya Revenue Authority and the Judiciary.

9. MONITORING AND REVIEW

The Ministry of Foreign and Diaspora Affairs will monitor the activities of the Ford Foundation together with the relevant Ministries by monitoring, reviewing and evaluating the activities undertaken by the Foundation.

This will be done periodically through interaction with the implementers and beneficiaries of the HCA.

The Ministry of Foreign and Diaspora Affairs will also ensure that the Ford Foundation annually submits its activities, the names, addresses, dates of employment of all its Staff and their rank.

The first submission shall be done within three (3) months of signing this Agreement and thereafter annually, but not later than 31st day of December every year

10.CONTACT PERSON

The contact person at the Ministry of Foreign and Diaspora Affairs is:

The Prime Cabinet Secretary and Cabinet Secretary for Foreign and Diaspora Affairs, H.E. Dr. Musalia Mudavadi, E.G.H; or

The Principal Secretary, State Department for Foreign Affairs, Dr. Korir A. Singoei.
Email: ps@mfa.go.ke

Disclaimer
These notes act only as a guideline and as such they are not exhaustive and for clarity proper reference should be made to the main body of the Act and HCA.

Date..... 2026

LEGAL NOTICE NO.....

THE PRIVILEGES AND IMMUNITIES ACT
(Cap. 179)

IN EXERCISE of the powers conferred by section 11 of the Privileges and Immunities Act, the Prime Cabinet Secretary and Cabinet Secretary for Foreign and Diaspora Affairs makes the following Order—

THE PRIVILEGES AND IMMUNITIES (FORD FOUNDATION) ORDER, 2026

1. This Order may be cited as the Privileges and Immunities (Ford Foundation) Order, 2026.

2. The Ford Gates Foundation, in this Order referred to as "the Foundation", being a non-profit organisation established to advance human welfare, reduce poverty and injustice, strengthen democratic values, promote international co-operation, and advance human achievement and with which the Government of Kenya has entered into an agreement for co-operation, is hereby declared to be an organisation to which section 11 of the Act shall apply.

3. The Foundation shall have the legal capacity of a body corporate and, in its corporate capacity, to—

(a) enter into contracts;

(b) institute and defend legal proceedings; and

(c) acquire, hold and dispose of movable and immovable property in accordance with the Laws of Kenya.

4. The Foundation shall have the privileges and immunities specified in paragraphs 3 and 4 of Part I of the Fourth Schedule to the Act.

5. The director, officials and staff of the Foundation shall, while residing in Kenya and performing duties in the service of the Foundation, have the privileges and immunities specified in paragraphs 1, 2, 3, 4, 5, 6 and 7 of Part III of the Fourth Schedule to the Act.

6. Paragraph 5 shall not apply to citizens of Kenya or to any person who is ordinarily resident in Kenya except solely for the purpose of being an employee of, and working exclusively for, the Foundation.

Made on the ....., 2026.

MUSALIA MUDAVADI,
Prime Cabinet Secretary and
Cabinet Secretary for
Foreign and Diaspora Affairs.

HOST COUNTRY AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF KENYA

AND

THE FORD FOUNDATION

FOR

THE ESTABLISHMENT

OF

A REGIONAL OFFICE IN KENYA

PREAMBLE

WHEREAS the Government of the Republic of Kenya (hereinafter referred to as "the Government"), and The Ford Foundation (hereinafter referred to as "the Foundation"), (hereinafter jointly referred to as "Parties" and separately as a "Party");

AND WHEREAS The Ford Foundation was founded in 1936 and is registered as a non-profit Corporation in the State of Michigan, and headquartered in New York, United States of America with ten (10) regional offices located in New Delhi, India; Jakarta, Indonesia; Cairo, Egypt; Lagos, Nigeria; Nairobi, Kenya; Bogota, Colombia; Mexico City, Mexico; Rio De Janeiro, Brazil; Beijing, China and Johannesburg, South Africa.

AND WHEREAS The Ford Foundation is amongst the world's largest foundations and is guided by a vision of a social justice world in which all individuals, communities, and people work towards the protection and full expression of their human rights; active participation in the decisions that affect them; sharing equitably the knowledge, wealth, and resources of society; and achieving their full potential.

AND WHEREAS The Ford Foundation established and registered its Regional Office in Nairobi on 4th October 1966, under Section 366 of the Companies Act Cap. 486, Laws of Kenya, and has since 1968 been working in collaboration with the Government through the framework of a Memorandum of Understanding signed on 7th March, 1968.

AND WHEREAS The Ford Foundation is seeking to strengthen its Regional Office in Nairobi, and there is need to provide an enabling, requisite and appropriate legal and institutional framework in order to enhance the co-operation and ensure more efficient and effective operations by the Foundation within the Republic of Kenya, and also to serve the Eastern Africa Region;

NOW THEREFORE the Government of Kenya and the Ford Foundation hereby agree as follows:

ARTICLE I
DEFINITIONS

For the purpose of this Agreement, the following expressions and terms shall have the meanings assigned to them hereunder: -

"**Agreement**" means this Host Country Agreement between the Government of Kenya and The Ford Foundation for the establishment of the Regional Office of the Foundation in Kenya.

"**Appropriate Authorities**" means such governmental, national, county, municipal, local or other authority in Kenya as may be appropriate in the context and in accordance with the laws applicable in Kenya.

"**Archives**" includes records, correspondences, documents, manuscripts, still and motion pictures, films and sound recordings, electronic records belonging to, or held by the Foundation in furtherance of its official functions.

"**Board of Trustees**" means Board of Trustees of The Ford Foundation established by the Constitutive documents of the Foundation.

"**Dependant**" means the spouse and biologically and/ or legally adopted children under the age of eighteen (18) years or school going children up to the age of twenty-three (23) years old of an Official of the Foundation. A child with special needs who is beyond the age of twenty-three (23) years old and is primarily dependent on such official may upon request, be considered as dependant for the purposes of this Agreement.

"**Government**" means the Government of the Republic of Kenya.

"**Internationally Recruited Staff**" means professional staff from any nationality, recruited by the Foundation through an international competitive process and working for the regional office in Nairobi.

'**Foundation Offices**' means buildings and parts of the buildings and land ancillary thereto which at any given time are in fact lawfully occupied and used by the Foundation irrespective of ownership.

"**Laws of the Republic of Kenya**" include the Constitution, Legislative Acts, By-laws, Regulations, Decrees and Orders issued by or under authority of the Government of Kenya or its appropriate authorities.

"**Officials of the Foundation**" means the Regional Director, all internationally recruited staff, and Kenyan nationals recruited locally provided that persons employed on an hourly basis shall not be considered as officials of the Foundation.

"**Premises**" means the buildings, or part thereof, including installations, facilities, and any ancillary land made available to, maintained, occupied, or used by the Foundations Regional Office in connection with its function and purposes;

"**President**" means the President of The Ford Foundation appointed by the Board of Trustees

"Property" means all moveable and/or immovable assets, belonging to the Foundation or held or leased or administered by the Foundation in furtherance of its official functions;

"Regional Director" means the head of the Foundation's Regional Office in Nairobi, internationally recruited from any nationality, or any other person duly designated to act in that capacity by the President of the Foundation.

"Regional Office" means The Ford Foundation's Office for Eastern Africa based in Nairobi.

"Spouse" means husband or wife as recognized by the Laws of the Republic of Kenya.

ARTICLE II
ESTABLISHMENT OF THE REGIONAL OFFICE

1) The Government hereby authorizes The Ford Foundation to establish a Regional Office in Nairobi for purposes of carrying out its activities in Kenya and elsewhere in Eastern Africa.

2) The Regional Office shall operate under the direction of the Regional Director who shall be appointed by the President of the Foundation.

ARTICLE III
LEGAL CAPACITY

For the purpose of performing its functions, the Foundation shall in the territory of the Republic of Kenya have juridical and legal personality and in particular the capacity to:

a. Enter into contracts;

b. Institute and defend legal proceedings in its own name;

c. Acquire, hold, lease and/or dispose of moveable and immovable property in accordance with the Laws of Kenya and solely for purpose of performing its functions.

ARTICLE IV
OBJECTIVES OF THE FORD FOUNDATION

The work of the Foundation is guided by its Articles of Incorporation, with a threefold objective aimed at serving the public good:

1. **Advance Scientific Knowledge:** The foundation is mandated to use its resources for "scientific purposes." This objective directs it to support research, innovation, and inquiry across various scientific fields. The goal is to foster discoveries and solutions that can address societal challenges, from public health to environmental sustainability, thereby contributing to the overall "public welfare."

2. **Promote Educational Opportunities**: The objective is to support "educational purposes." This involves strengthening educational systems and expanding access to quality learning for all. The foundation funds a wide array of initiatives, including scholarships, university programs, and research into effective teaching methods, with the aim of creating a more informed, engaged, and equitable society.

3. **Support Charitable Causes:** The Articles mandate the Foundation to act for "charitable purposes, all for the public welfare." This objective allows it to support a diverse range of activities that improve human well-being and strengthen communities. This includes funding organizations working on social justice, poverty reduction, human rights, arts and culture, and democratic governance to build a more just and prosperous world.

ARTICLE V
PRIVILEGES, IMMUNITIES, AND EXEMPTIONS OF THE FOUNDATION

In accordance with the applicable Laws of Kenya:

1) The Offices, premises, property, assets, records, funds and official communication of the Foundation wherever located and by whomsoever held shall be inviolable and immune from search, requisition, confiscation, expropriation, and any other form of interference. Agents of the Government may not access them except with the consent of the Foundation, provided that such consent shall be deemed to have been granted in case of fire or other emergencies that require immediate access.

2) The archives and documents related to the official functions of the Foundation offices shall be inviolable at any time and wherever they may be;

3) The Foundation shall enjoy the freedom of communication in written, electronic or verbal form, including displaying its logo on its premises, assets, and publications; unrestricted access to the internet, the world wide web, and other emerging media.

4) The Foundation shall be immune from legal process within the territory of Kenya except in cases of commercial and labour disputes; claims arising from traffic accidents and offences; and where there is express waiver of immunity by the Foundation.

5) The Regional Office shall have the power to make rules and regulations applicable within the premises and to establish means for the application and enforcement of such rules and regulations. Where there are inconsistencies between such rules and regulations and the Laws of the Republic of Kenya, the latter shall take precedence and shall apply within the premises.

6) Without Prejudice to the provisions of this Agreement, the Foundation shall prevent the Offices from becoming a refuge for persons who are avoiding arrest under any law of the Republic of Kenya or who are required by the Government for extradition to another country or who are trying to avoid service of legal process;

ARTICLE VI
EXEMPTION FROM TAXATION AND CUSTOM DUTIES

1. The Foundation, its property, other assets and income, shall be exempt from taxation including stamp duty or any other taxes and levies on purchase of properties, land rates and rents within the Republic of Kenya. Such exemption shall not however extend to levies and user charges for public utility services or for business or to the owner or lessor of any property rented by the Foundation.

2. The Foundation shall be exempt from Customs Duties, Excise duties and Value Added Tax (VAT) and any other fees and levies on motor vehicles, equipment, materials, and other goods and items; and services imported or locally purchased which are for its official use. In the event of any such goods being sold or disposed of in Kenya other than to a similarly privileged person or entity, Customs Duty and Value Added Tax shall be payable thereon.

ARTICLE VII
HOLDING AND TRANSFER OF FUNDS

Upon fulfilling the applicable legal requirements, the Foundation shall freely:

(i) Purchase or receive any funds, securities and currencies through authorised channels and hold and dispose of them;

(ii) Operate accounts in any currency; and

(iii) Transfer its funds, securities to or from Kenya to or from any other country, or within Kenya and convert any currency held by it into any other currency.

ARTICLE VIII
EXEMPTIONS, PRIVILEGES, AND IMMUNITIES OF OFFICIALS OF THE FOUNDATION

The Officials of the Foundation shall, subject to the law for the time being in force in Kenya;

1) Be exempt from income tax and social security contributions in respect of income, emoluments and allowances paid to them by the Foundation.

2) Have the right to, within ninety (90) days of their first arrival in Kenya or such longer period not exceeding three hundred and sixty (360) days from the date of first arrival as may be approved by the Commissioner of Customs in specific cases, to import or locally purchase free of Custom duties, VAT and other taxes, for personal use:

   (a) Household and personal effects;

   (b) One (1) motor vehicle for use by the Official and One (1) for use by the spouse, imported or purchased prior to clearance through Customs. Replacement of such motor vehicle may be done free of duty and Value-Added Tax only after four (4) years or where the vehicle is written off due to accident, fire, or theft;

Provided that if any of the goods or materials imported under this sub-paragraph are disposed of in Kenya other than to a person or organization similarly privileged, duties and taxes shall be payable thereon.

3) Be exempt from national service obligations.

4) Have the right to open and maintain a bank account, and receive and transfer funds within and out of the Republic of Kenya in any currency.

5) Have upon termination of their employment with the Foundation, the right to transfer funds out of the Republic of Kenya in any foreign currency.

6) Enjoy the same protection and repatriation facilities with respect to themselves and their dependants as are accorded to other privileged international organizations of similar status in time of national or international crisis;

7) Be immune from legal process in respect to words spoken or written and acts done in their official capacity;

8) Enjoy freedom of movement within Kenya while undertaking official engagements except in security and restricted zones;

9) Be exempt from export duty and other taxes for their personal effects for non-commercial use when departing at the end of their assignment from Kenya;

10) The Regional Director or his / her designate shall inform the Government of the names and positions of the officials entitled to the privileges and immunities granted under this Article.

PROVIDED THAT, Clauses 1), 2), 3), 5), and 9) shall not apply to Kenyan citizens and permanent residents.

ARTICLE IX
WORK AND ENTRY PERMITS, RESIDENCY AND TRANSIT

1) The Government undertakes, subject to the Laws of the Republic of Kenya to:

   (i) Issue diplomatic identity cards for Officials of the Foundation, which shall serve to identify the holder to the authorities of the Republic of Kenya.

   (ii) Exempt Officials of the Foundation and their dependants from obtaining work permits and passes.

   (iii) Facilitate entry into, sojourn, transit, and departure from Kenya of the Foundation officials and their dependants;

   (iv) issue Electronic Travel Authorization (ETA) to the Foundation officials assigned to its Regional Office and their Dependants upon application.

(v) issue relevant permits, passes or ETA upon application to consultants, research students, Volunteers, and interns who are assigned to the Regional Office.

2) The Regional Director or the duly designated person shall promptly notify the Government of the names of officials of the Foundation and their dependants, and names of persons forming their households, their arrival, and final departure or termination of their functions with the Foundation.

ARTICLE X
POLICIES AND EMPLOYMENT CONDITIONS

The Foundation shall:

1) Establish employment terms and conditions including policies for its staff and ensure that the remuneration for internationally recruited officials is uniform for the same scale regardless of their nationalities.

2) At all times observe and follow the Kenyan labour laws.

3) Ensure that no Official of the Foundation regardless of nationality shall be disadvantaged or subjected to discrimination including in matters related to remuneration, allowances, or benefits payable to the Foundation officials.

ARTICLE XI
SOCIAL SECURITY SCHEMES

The Foundation shall ensure that its officials who are Kenyan or permanent residents are covered under a pension, social security, medical scheme and any other social security benefit that may accrue from time to time.

ARTICLE XII
UNDERTAKINGS OF THE FOUNDATION

The Foundation hereby undertakes to:

1) Submit annual returns on all its activities in Kenya including a summary of its income and expenditure, all its employees, their nationality, residential physical address, dates of employment and positions to the Ministry responsible for Foreign Affairs.

2) The first submission shall be done within three (3) months of signing this Agreement and thereafter annually, but not later than 31st day of December every year.

3) Ensure whenever recruitment is being undertaken, Kenyans possessing the requisite skills and competence are duly considered at all levels;

4) Take all reasonable steps to ensure that its staff members, advisors, consultants, independent contractors or any other like person engaged by the Foundation in Kenya, respects the laws governing the Republic of Kenya in the course of their stay in the country, and do not engage in activities that are incompatible with the aims and objectives of the Foundation;

5) Cooperate at all times with the appropriate Government authorities to facilitate the proper administration of justice, adherence to the Laws of Kenya, and the provisions of this Agreement, and shall refrain from abusing the privileges and facilities accorded to the Foundation and its personnel under this Agreement.

ARTICLE XIII
WAIVER OF PRIVILEGES AND IMMUNITIES

1. Without prejudice to the privileges accorded by this Agreement, it is the duty of the Foundation and all persons enjoying such privileges to respect the laws and regulations of the Republic of Kenya. They also have a duty to not interfere in the internal affairs of the Republic of Kenya.

2. The privileges and immunities accorded under this Agreement are granted in the interests of the Foundation and not for the benefit of the persons involved.

3. The Foundation shall have the duty to waive the privileges and immunities of any person when requested to do so by the Government in cases where privileges and immunities would impede the course of justice and can be waived without prejudice to the interests of the Foundation.

4. The Government reserves the right, upon notification to the Regional Director, to suspend the privileges of the Foundation or any official, in any case where privileges are abused or impede the cause of justice.

5. Where the Regional Director is in breach of privileges and immunities granted under this Agreement, the Government reserves the right, upon notification to the President to waive, suspend, or withdraw the particular privileges or immunities concerned.

6. The Republic of Kenya shall not incur by reason of the location of the Regional Office of the Foundation within its territory an international responsibility for acts or commissions of the Foundation or its officials acting or abstaining from acting within the scope of their functions, other than the international responsibility which the Republic of Kenya would incur under international law.

7. No privilege or immunity shall extend to claims arising out of road traffic offences and accidents, commercial transactions, civil and criminal actions or omissions and employment disputes involving Kenyan nationals.

8. No privilege or immunity shall extend to matters where court orders have been issued.

ARTICLE XIV
INTERPRETATION

This Agreement shall be interpreted in light of its primary purpose to enable the Foundation to discharge its responsibilities and to fulfill its obligations fully and efficiently in the territory of the Republic of Kenya.

ARTICLE XV
REVISION, MODIFICATIONS AND AMENDMENTS

This Agreement may be revised, modified, or amended from time to time by mutual consent of the Parties. Any amendments to this Agreement shall be made through Exchange of Notes and shall form an integral part of this Agreement.

ARTICLE XVI
SETTLEMENT OF DISPUTES

1) Any dispute arising out of the interpretation and/or application of this Agreement shall be settled amicably through diplomatic consultations and negotiations between the Parties.

2) Any dispute or legal claim against the Foundation in Kenya other than by the Kenyan Government shall first be referred to the Ministry in-charge of Foreign Affairs for negotiation and settlement. Provided that if no amicable settlement is reached, claims by local nationals emanating from employment disputes, road traffic accidents, contractual and commercial transactions shall be

determined by the Kenyan courts or any other mechanism agreed upon by the parties to the dispute.

ARTICLE XVII
ENTRY INTO FORCE AND DURATION

1. This Agreement shall enter into force upon gazettement and shall be presented to the National Assembly in accordance with the Laws of Kenya.

2. This Agreement shall remain in force for a period of ten (10) years and will be renewed for a similar period, and on such terms as may be mutually agreed.

3. Consultations between the Parties on the renewal of this Agreement shall be completed no less than Six (6) months before expiry of the Agreement.

ARTICLE XVIII
TERMINATION

1. This Agreement may be terminated by: -

a. Mutual consent between the Government and the Foundation; or

b. Either Party giving the other twelve (12) months' written notice of the intention to terminate the Agreement; or

c. Closure and /or relocation of the Foundation's Regional Office from the territory of the Republic of Kenya.

2. Upon termination of this Agreement, the provisions necessary for the orderly completion of the Regional Offices' activities, disposal of assets, and the closure of the Office shall continue being in force for a reasonable period as may be necessary.

IN WITNESS WHEREOF the undersigned, duly authorized representatives for this purpose have signed this Agreement, in two original copies in the English language, both copies being equally authentic.

DONE at **NAIROBI** on this.....13TH..... day of.....March.....Two Thousand and Twenty-Six.

FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA

.....

H.E DR. MUSALIA MUDAVADI, EGH
PRIME CABINET SECRETARY AND CABINET SECRETARY
MINISTRY OF FOREIGN AND DIASPORA AFFAIRS

FOR AND ON BEHALF OF THE FORD FOUNDATION

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MARGARET WAWUDA MLIWA
REGIONAL DIRECTOR FOR EASTERN AFRICAN REGIONAL OFFICE