



AGREEMENT

BETWEEN

THE BAILIWICK OF JERSEY

AND

THE GOVERNMENT OF THE REPUBLIC OF KENYA

FOR THE RECOVERY, TRANSFER, REPATRIATION, DISPOSITION AND
MANAGEMENT OF RECOVERED ASSETS

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Whereas the Bailiwick of Jersey and the Government of the Republic of Kenya (hereinafter collectively called “the Parties”);

Recognising Jersey has had extended to it the United Kingdom’s membership of the United Nations Convention Against Corruption (UNCAC) and the Republic of Kenya is a party to the UNCAC and that they both specifically promote and support Article 57(5);

Recalling Target 16.4 of the Sustainable Development Goals to significantly reduce illicit financial and arms flows, strengthen the recovery and return of stolen assets and combat all forms of organised crime;

Recalling the spirit of the Global Forum on Asset Recovery Principles for Disposition and Transfer of Confiscated Stolen Assets in Corruption Cases;

Recalling that the Parties signed a Memorandum of Understanding (MoU) on financial cooperation on 11 December 2018 in which the Parties jointly decided to, inter alia, cooperate in asset recovery;

Appreciating the fact that on 24 February 2016 Windward Trading Limited (“Windward”) appeared before the Royal Court of Jersey (“the Court”) and pleaded guilty to one count of having possession of the proceeds of criminal conduct and three counts of acquiring the proceeds of criminal conduct, contrary to Article 33 of the Proceeds of Crime (Jersey) Law 1999. The Court found that Windward had benefitted from criminal conduct and made Confiscation Orders against Windward in the sums of £3,281,897.40 and US\$540,330.69;

Welcoming that the Confiscation Orders were satisfied, and the funds transferred to the Criminal Offences Confiscations Fund in accordance with Article 24(2)(a) of the Proceeds of Crime (Jersey) Law 1999;

Recalling the Preliminary Asset Sharing Agreement, an MoU which was signed on 3 March 2017, whereby it was decided the sum of £3 million would be repatriated to the Republic of Kenya for the purposes of benefitting the people of Kenya in a manner to be decided by the Parties;

Noting that HM Attorney General for Jersey had incurred costs of at least £820,000 in relation to the Windward case but was not seeking to recoup the full cost incurred;



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Noting that proceedings before the Kenyan Courts seeking the extradition to Jersey of Messrs Samuel Gichuru and Chrysanthus Okemo continue, and both Parties anticipate a conclusion of these proceedings as soon as is practicable;

Recognising that the funds should be shared in a manner that ensures transparency and accountability, in line with the principles of the Framework for the Return of Assets from Corruption and Crime in Kenya (FRACCK);

Whereas this Agreement shall operate in conjunction with the FRACCK, signed by the Government of Jersey, the United Kingdom, the Swiss Federal Council and the Government of the Republic of Kenya (hereinafter after called the "Partners") to ensure the proceeds of crime are returned to Kenya in a manner that is transparent and beneficial to the people of Kenya;

Whereas the Government of the Republic of Kenya called upon the global community to join hands in managing the coronavirus outbreak and established a National Emergency Response Committee through Executive Order on 28 February 2020;

Accordingly, the Steering Committee of the FRACCK, meeting on 27 April 2020 agreed that the funds should be dedicated towards supporting the emergency response to the coronavirus pandemic in Kenya;

Now, therefore, the Parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

In this Agreement the following terms shall have the following meanings:

'Competent Authorities' means the Office of the Attorney General for the Government of the Republic of Kenya, and H.M. Attorney General or a person designated by the Attorney General for such purpose for the Bailiwick of Jersey;

'Financial Implementing Authorities' means the National Treasury for the Government of the Republic of Kenya, and the Treasurer of the States for the Government of Jersey;

'FRACCK' means the Framework for the Returns of Assets from Corruption and Crime in Kenya signed by the Government of the Republic of Kenya, the Swiss



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Federal Council, the Government of the United Kingdom, and the Government of Jersey;

'FRACCK Steering Committee' means the Committee established under the FRACCK comprising the Executive Office of the President of the Republic of Kenya as the Convenor; the Office of the Attorney General of the Republic of Kenya; the National Treasury of the Republic of Kenya; the Asset Recovery Agency of the Republic of Kenya; the Ethics and Anti-Corruption Commission of the Republic of Kenya; the Office of the Director for Public Prosecutions; and the Ambassadors, High Commissioners and/or government representatives from all the Partners;

'Final Reports' means the independently audited financial report and end of project evaluation in respect of the Identified Projects.

'Implementing Organisations' means Crown Agents and Amref Health Africa;

'Interim Reports' means twice yearly reports from the Implementing Organisations on project delivery for the lifetime of the Identified Projects;

'Operational Implementing Authorities' means the Ministry of Health for the Government of the Republic of Kenya and the Ministry of External Relations for the Bailiwick of Jersey;

'Parties' means the Bailiwick of Jersey and the Government of the Republic of Kenya;

'Partners' means the Government of Jersey, the Government of the United Kingdom, the Swiss Federal Council and the Government of the Republic of Kenya;

'Project Management Team' means the team set up by the Government of the Republic of Kenya under the Ministry of Health to monitor the implementation of the Service Level Agreements;

'Recovered Assets' means the sum of £3 million as outlined in the Preliminary Asset Sharing Agreement;

'Service Level Agreements' means the agreements made between the Operational Implementing Authority of the Government of the Republic of Kenya and the Implementing Organisations, included at Schedule 2.

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ARTICLE 2
GENERAL PRINCIPLES

1. The Parties confirm their intention to maintain a fruitful co-operation based on trust and respect in order to enable a successful repatriation and disposition of the Recovered Assets for the benefit of the people of Kenya.
2. The implementation of this Agreement by the Parties shall be guided by the principles of transparency and accountability, anti-corruption and development, partnership, and mutual consent as set out in the FRACCK text.
3. The Parties shall maintain regular exchanges and engage constructively in carrying out their respective activities under this Agreement through the FRACCK Steering Committee.

ARTICLE 3
SCOPE

1. This Agreement and accompanying Schedules set out the basis and mechanisms for the transfer, disposition, and management of the Recovered Assets under the FRACCK for the benefit of the people of Kenya.
2. The Recovered Assets shall be used exclusively by the Implementing Organisations for the purposes of financing the Identified Projects (as set out in Article 6 and further described in Schedule 1) in accordance with the Service Level Agreements.
3. The Service Level Agreements shall specify the objectives, implementation plan and budget of the Identified Projects described at Article 6, together with measures for verification, quality control and reporting, and the procedures for varying project activities and budgets if required. They shall also specify obligations in respect of the avoidance of Terrorist Financing, Corruption and Money-Laundering.
4. This Agreement should therefore be read in conjunction with the Service Level Agreements for each Implementing Organisation as set out in Schedule 2.

ARTICLE 4
RESPONSIBILITIES OF IMPLEMENTING AUTHORITIES

1. The Operational Implementing Authority for the Government of Kenya shall be the main point of contact for the Implementing Organisations and shall be responsible for:



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- a. the establishment of the Project Management Team in accordance with Article 9(1);
 - b. the written notification of proposed amendments to the Service Level Agreements to the Competent Authorities and FRACCK Steering Committee for approval by mutual written consent; and
 - c. the receipt and timely dissemination of the Interim and Final Reports to the Competent Authorities and FRACCK Steering Committee.
2. The Operational Implementing Authority for the Bailiwick of Jersey shall be responsible for:
- a. the receipt and timely feedback on Interim and Final Reports;
 - b. the active participation in FRACCK Steering Committee meetings; and
 - c. the receipt and timely dissemination of the Interim and Final Reports to the Competent Authorities and FRACCK Steering Committee.

ARTICLE 5 IMPLEMENTING ORGANISATIONS

The Parties agree that the Projects shall be implemented by non-governmental organisations. The Implementing Organisations for the Projects identified in Article 6 shall be Crown Agents and Amref Health Africa, respectively and as set out in Schedule 1.

ARTICLE 6 IDENTIFIED PROJECTS

1. The Parties agree that the Recovered Assets shall be split between two Projects – as more fully described in Schedule 1 and approved by the FRACCK Steering Committee on 27 April 2020.
2. The division is as follows:
 - a. Ninety percent of the Recovered Assets shall be used to render procurement of goods and services necessary to support Kenya's COVID-19 emergency response interventions and to offer technical assistance in installation of the above-mentioned goods once they are procured and delivered through Crown Agents; and
 - b. Ten percent of the Recovered Assets shall be used to strengthen health worker capacity to detect, screen, diagnose and manage confirmed cases, and to enhance community engagement and home-based care at the community level in the COVID-19 response through Amref Health Africa.



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ARTICLE 7
IMPLEMENTATION OF THE PROJECTS

1. The Service Level Agreements in Schedule 2 set out the obligations between each Implementing Organisation and the Operational Implementing Authority for the Government of Kenya in respect of use of the Recovered Assets under this Agreement.
2. The Parties shall use best endeavours to ensure that the Implementing Organisations:
 - a. apply the Recovered Assets to the Projects in accordance with the Service Level Agreements for each of the Projects set out in Schedule 2 to this Agreement;
 - b. fully implement the provisions of this Agreement and the obligations outlined in Schedule 2, particularly in relation to monitoring and evaluation, and transparency;
 - c. maintain a team that shall be responsible for the implementation of the Projects and management of the Recovered Assets in accordance with Schedule 2;
 - d. provide twice yearly Interim Reports in accordance with Article 9 on the expenditure of the Recovered Assets and implementation of the Projects to the Operational Implementing Authorities for both Parties; and
 - e. provide Final Reports in accordance with Article 9 to the Operational Implementing Authorities for both Parties.
3. The Operational Implementing Authority for the Government of the Republic of Kenya shall be responsible for ensuring the delivery and long-term maintenance of the Projects.

ARTICLE 8
INCLUSION OF LOCAL ORGANISATIONS

1. The Operational Implementing Authority for the Government of the Republic of Kenya undertakes to ensure as far as is practicable and represents good value, the Implementing Organisations shall procure goods from, give preference to and use labour, both skilled and unskilled, from within the jurisdiction of Kenya.



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ARTICLE 9
MONITORING OF THE PROJECTS

1. The Operational Implementing Authority for the Government of the Republic of Kenya shall establish a Project Management Team within fifteen (15) days of this Agreement coming into force.
2. The Project Management Team will comprise of officials from the Operational Implementing Authorities and the Implementing Organisations.
3. The Project Management Team will be responsible for:
 - a. Monitoring the projects against the terms of this Agreement and the objectives, implementation plan and budget as specified in the Service Level Agreements to ensure successful and timely delivery of the Identified Projects;
 - b. Resolving, where possible, any difficulties faced with achieving the objectives, terms of the implementation plan and budget as specified in the Service Level Agreements; and
 - c. Determining if any amendments to the Service Level Agreements should be proposed and sent for approval in accordance with Article 4(1)(b).
4. All Interim and Final Reports provided by the Implementing Organisations may be provided to the FRACCK Steering Committee by either of the Operational Implementing Authorities
5. The Interim Reports and end of project evaluation produced by the Implementing Organisations shall:
 - a. Describe in narrative form the implementation of the Project according to the project proposal;
 - b. Include the current results based on measurable indicators;
 - c. Highlight any variations or deviations from the activities agreed in the original proposal;
 - d. Evaluate the success of the Project (so far) and describe what lessons will be learned from it and how these will be propagated;
 - e. Detail project expenditure and compare it with project budget, highlighting any variations or revisions;
 - f. Include copies or links of any reports, publications or press coverage related to the Project; and
 - g. Include signed confirmation that the Implementing Organisation has properly expended the monies in accordance with the Service Level Agreements.



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6. After all the monies received by the Implementing Organisations under this Agreement have been expended, the Implementing Organisations shall each produce a financial report relating to the Project.
7. The Parties shall use best endeavours to ensure that the Implementing Organisations shall each engage an independent auditor to audit the financial report.
8. The financial report shall:
 - a. Include the accounting records associated with the Project; and
 - b. Append the report and signature by the independent auditor.
9. The role of the FRACCK Steering Committee in relation to the monitoring of the Projects outlined in this Agreement shall include the following:
 - a. to meet following receipt of each of the first two Interim Reports and thereafter once yearly until this Agreement is no longer in force.
 - b. to provide oversight aimed at ensuring that the Implementing Organisations have disbursed the funds as approved in Schedule 2;
 - c. to meet to consider the Final Reports; and
 - d. to meet on an ad hoc basis as requested by the FRACCK partners.
10. If a Partner of the FRACCK Steering Committee raises a concern about the implementation of the Projects to the Competent Authorities, such Competent Authority shall endeavour to ensure that the relevant Implementing Organisation[s] shall respond in writing to the Committee within six working weeks. The written response shall be sufficiently detailed for the Committee to form a judgment about any such issue raised.
11. Reasonable fees of the auditors may be paid out of the Recovered Assets as part of the delivery costs in accordance with Schedule 2, or through the existing programme budgets of the Implementing Organisations. The Operational Implementing Authorities shall require that the Implementing Organisations set out the amount payable as audit fees as part of the Project budgets.
12. Neither the Implementing Organisations nor the auditors shall create any other financial obligations or commitments for the Parties.
13. For purposes of coordination, the projects shall be incorporated in the regular budget line for the Operational Implementing Authority for the Government of Kenya.



ARTICLE 10
TRANSPARENCY AND INFORMATION SHARING

1. The Parties and the FRACCK Steering Committee shall have access to all Project-related documents on request, in addition to those that must be provided under Article 7.
2. The Competent Authorities may publish this Agreement (excluding Schedules 2 and 3), and the Interim and Final Reports resulting from this Agreement on relevant pages of the Parties' websites in furtherance of the disclosure requirement under the FRACCK text.
 - a. For the Government of the Republic of Kenya, this shall be the Office of the Attorney General and Department of Justice website
 - b. For the Bailiwick of Jersey, this shall be the International mutual legal assistance page (Law Officers' Department) of gov.je
3. Disclosures of information not contemplated by this Agreement are subject to the Parties' laws and policies on access to information.
4. The Parties shall use reasonable endeavours to share in advance, and where appropriate, seek to agree joint wording of any press and/or public statements prior to their release to the media or other external sources.

ARTICLE 11
TRANSFER, DISPOSITION AND MANAGEMENT OF THE RECOVERED ASSETS

1. On the coming into force of this Agreement, the Treasurer of the States for the Government of Jersey (as instructed by H.M. Attorney General for the Bailiwick of Jersey) shall transfer a total sum of £3 million as set out in the Preliminary Asset Sharing Agreement to the Implementing Organisations' designated accounts detailed in Schedule 3 of this Agreement.
2. Of the said sum of £3 million, a sum of £2,700,000 shall be transferred directly to the Crown Agents bank account detailed in Schedule 3 of this Agreement. The funds shall be captured by the Operational Implementing Authority for the Government of the Republic of Kenya as Appropriations in Aid ('A in A') in the Budget Estimates for Financial Year 2021/22. This shall be regularised during the Supplementary 1 budget exercise for Financial Year 2021/22.
3. The remaining sum of £300,000 shall be transferred directly to the Amref Health Africa bank account detailed in Schedule 3 of this Agreement. The funds shall be captured by the Operational Implementing Authority for the Government of the Republic of Kenya as Appropriations in Aid ('A in A') in the Budget Estimates for



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Financial Year 2021/22. This shall be regularised during the Supplementary 1 budget exercise for Financial Year 2021/22.

4. For accountability purposes, the Operational Implementing Authority for the Government of Jersey shall notify the Financial Implementing Authority for the Government of Kenya when the Financial Implementing Authority for the Government of Jersey has transferred the funds to the Implementing Organisations to enable capturing of the disposition in the Integrated Financial Management System (IFMIS).
5. Disposition shall be made in accordance with the Service Level Agreements for the Implementing Organisations as set out in Schedule 2.
6. The Parties note that, subject to the terms of this Agreement, the responsibility for the use and management of the Recovered Assets is with the Implementing Organisations.

ARTICLE 12 ANTI-CORRUPTION

1. The Parties shall combine their efforts to fight against corruption in connection with the Projects and the Recovered Assets and warrant to each other that no offer, donation, payment, remuneration or advantage in any form whatsoever that may be considered as an illicit act or a form of corruption, has been or shall be granted to anyone, directly or indirectly, with the aim of obtaining a benefit in relation to the Projects, the Recovered Assets or this Agreement.
2. The Government of the Republic of Kenya and Implementing Organisations shall inform the Competent Authority for the Bailiwick of Jersey immediately in the event that any credible allegation or other indication of fraud or corruption in connection with the Projects, the Recovered Assets or this Agreement comes to its attention.
3. The Government of the Republic of Kenya shall:
 - a. take timely and appropriate action to investigate such allegations or other indications; and
 - b. report regularly to the Operational Implementing Authority for the Bailiwick of Jersey and FRACCK Steering Committee on the progress of such investigations and, promptly after their conclusion, on its findings and the actions the Government of the Republic of Kenya takes in response to the findings.



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4. The Recovered Assets shall not be used to fund any financial obligation in relation to the Projects that arose prior to the entry into force of this Agreement ('Legacy Debts').
5. All steps should be taken to ensure that the Recovered Assets do not benefit persons involved in the commission of the offences giving rise to the forfeiture or persons involved in any current criminal investigations.
6. The Operational Implementing Authority for the Government of Kenya shall use best endeavours to ensure that the Implementing Organisations include anti-corruption clauses in all contracts and sub-contracts relating to the Projects entered into by them with third parties. Such clauses shall provide that in the event of any breach, the relevant contract or sub-contract shall be voidable.

ARTICLE 13
TAX EXEMPTION

The Government of Kenya will grant exemption from any Kenyan taxes imposed on the purchase and acquisition of the medical equipment and services rendered, in connection with this Agreement, and subject to the applicable tax laws in Kenya.

ARTICLE 14
ENTRY INTO FORCE

This Agreement shall enter into force upon signature by the designate representatives of both Parties.

ARTICLE 15
SETTLEMENT OF DISPUTES

Differences or disagreements arising out of the interpretation, operation or implementation of this Agreement shall be settled amicably through consultations among the Parties.

ARTICLE 16
AMENDMENT

1. This Agreement may be amended by written agreement of the Parties at any time.
2. In the event that: (i) one or more of the Projects is cancelled; (ii) Project delivery is not made substantially in accordance with Schedule 2; (iii) there is a disagreement between the Parties as to the content of any Schedule; (iv) one or

both of the Parties determine that there are reasonable grounds to suspect that Recovered Assets have been used out with the terms of this Agreement; (v) there is a material change in the Implementing Organisations or their ability to carry out their responsibilities in relation to this Agreement, the following provisions shall apply:

- a. The Competent Authorities shall use best endeavours to ensure that all expenditure of the Recovered Assets shall be suspended immediately.
- b. The Implementing Organisations shall not make any further disbursements of the Recovered Assets from the designated accounts or otherwise unless and until the Parties negotiate and execute an amendment to this Agreement or otherwise agree in writing that expenditures may resume.

ARTICLE 17 COMMUNICATIONS AND POINTS OF CONTACT

1. In relation to any matter arising under this Agreement or in the Schedules appended hereto, the initial points of contact shall be:

(a) For the Government of the Republic of Kenya

Office: Office of the Attorney General & Department of Justice
Address: State Law Office, Harambee Avenue
Email: communications@ag.go.ke

(b) For the Bailiwick of Jersey:

Office: Law Officers' Department
Address: Morier House, Halkett Place, St Helier, Jersey, JE1 1DD
Email: enquiries@lawofficers.je

and

Office: Ministry of External Relations
Address: 19-21 Broad Street, St Helier, Jersey, JE2 3RR
Email: externalrelations@gov.je
Telephone: +44 1534 445500

(c) For the Implementing Organisations, the points of contact identified in Schedule 2.



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ARTICLE 18
FINAL PROVISIONS

1. This Agreement shall remain in force until the latest of the following events has occurred:
 - a. The FRACCK Steering Committee has met to consider the Final Reports in respect of the Project undertaken by the Crown Agents.
 - b. The FRACCK Steering Committee has met to consider the Final Reports in respect of the Project undertaken by Amref Health Africa.

2. This Agreement is intended solely for the purposes of mutual assistance, understanding and co-operation amongst the Parties. It does not give rise to any right on the part of any private person and is not intended to benefit third parties.

IN WITNESS WHEREOF, the undersigned, being duly authorised, have signed this Agreement in two (2) original texts, in the English language, each text being equally authentic.

For the Government of the Republic of
Kenya



Amb. Ukur Yattani, EGH
Cabinet Secretary, National Treasury &
Planning

Dated this 28th day of
March 2022
.....

For the Bailiwick of Jersey



Mark Temple QC
Her Majesty's Attorney General for
Jersey

Dated this 28th day of
March 2022
.....

SCHEDULE 1 – PROJECT DESCRIPTION SUMMARY

1. The following Projects have been selected by the FRACCK Steering Committee following extensive consideration and confirmed via correspondence on 10 July 2020.
2. The Project selection process was guided by the principles set out in the FRACCK text, including the asset return should proceed in a transparent and accountable manner with the mutual consent of both the Government of Kenya and the Government of Jersey, and should be used to pursue clearly identified development objectives.
3. In this regard and in consideration of the current COVID-19 pandemic and the need to complement mitigation efforts to cushion the dire impact of the virus, the Steering Committee agreed upon a project within the Health Sector. The projects as agreed upon include: (a) The immediate support to the Ministry of Health through procurement of priority medical equipment and supplies; and (b) Supporting vulnerable communities through a community-based engagement.
4. Project A: Through Crown Agents, this project seeks to procure essential medical equipment and supplies on behalf of the Ministry of Health of the Government of Kenya to support the health infrastructure in counties where there is limited funding, high risk of infection, and limited bed capacity, as the response to COVID-19 continues. The Crown Agents will use the funds provided under this Agreement to:
 - a. Purchase medical equipment, including adult and paediatric intensive care unit beds and the associated equipment required, the final specification and quantities to be provided by the Operational Implementing Authority for the Government of Kenya, reviewed by the Crown Agents and authorised by the Project Management Team.
 - b. Provide the following services:
 - i. ratifying, specifying and prioritising a list of required materials to deal with the pandemic;
 - ii. facilitating the procurement and supply of medical equipment;
 - iii. facilitating the institution of a quality assurance mechanism;
 - iv. facilitating the installation and training on equipment, after sales support and parts from Crown Agents' suppliers in particular for oxygen plants; and
 - v. facilitating ongoing monitoring and evaluation of programme outcomes.

The project shall be delivered in three distinct phases: definition of requirements; procurement, quality assurance and supply; and monitoring and evaluation.

5. Project B: Amref Health Africa and the Operational Implementing Authority for the Government of Kenya will select counties, based on their proximity to current virus hotspots, risk of cross border transmissions, the level of rising cases, and level of marginalisation within the COVID-19 response framework and deliver the following objectives:
- a. **Strengthening health worker capacity to detect, screen, diagnose and manage confirmed cases including critical care management to achieve this objective, Amref will work collaboratively with the Operational Implementing Authority for the Government of Kenya to:**
 - i. Develop a standardized curriculum and training content on critical care in management of COVID-19;
 - ii. Conduct on-job training on critical care and oxygen use for clinical health care workers in isolation centers;
 - iii. Conduct targeted Continuous Medical Education (CME) on screening, diagnosis and case management for COVID-19 for clinical health care workers and lab technologists in 6 treatment sites within the identified counties;
 - iv. Conduct targeted CMEs for Infection Prevention Control (IPC) health facility committees on IPC and basic COVID 19 care practices;
 - v. Facilitate county (CHMT) and sub county health management (SCHMT) teams and key stakeholders to support IPC implementation in the select counties;
 - vi. Facilitate medical outreaches at the community level to ensure service continuity for vulnerable populations such as people living with Non-Communicable Diseases (NCDs), people living with disability and the old;
 - vii. Jointly provide continuous support supervision and mentorship to health workers to facilitate proper application of knowledge and skills gained during training.; and
 - viii. Employ a cascade approach in strengthening capacity of health workers in provision of critical care in management of COVID-19 cases through on-job training.
 - b. **Enhancing community engagement and home-based care at the community level in the COVID-19 response. To achieve this objective, Amref will collaborate with the Operational Implementing Authority of the Government of Kenya to effect IPC measures at both health facility**

and community level. The activities to be implemented to achieve this objective include:

- i. Enhance IPC at the community level;
 - ii. Facilitate operations of the community engagement committees at the sub county level;
 - iii. Facilitate Public Health Officers and health facility administrators to provide leadership in IPC interventions at the County and sub-County levels;
 - iv. Facilitate involvement of trained community leaders (county governors and first ladies, Members of Parliament, Members of County Assembly, Nyumba Kumi leaders, Community Health Committees, law enforcement officials) in Water and Sanitation Hygiene (WASH) and IPC at the community level;
 - v. Facilitate continuous training and sensitization to Community Health Extension Workers (CHEWs) and Community Health Volunteers (CHVs) through Leap mobile learning solution on Risk Communication and Community Engagement (RCCE) to sustain the behaviors at the community level;
 - vi. Facilitate CHVs to make assessments and monitor COVID-19 patients through Home Based Isolation Care;
 - vii. Facilitate youth from youth led organizations to participate in IPC amongst the youthful communities in counties to be identified.
- c. **Strengthening medical oxygen ecosystems;**
- i. Support selected counties in planning and access to medical oxygen. This includes but is not limited to production efficiencies, operations & maintenance, facility networking and oxygen sharing.
 - ii. Capacity build health care workers on efficient use of medical oxygen.
- d. **Enhancing observance of public health measures to contain COVID-19;**
- i. Train community health workers including Community Health Extension Workers, Community Health Volunteers, opinion leaders,

youth on Infection Prevention Control and COVID-19 public health control measures;

- ii. Develop Information Education Communication (IEC) materials to enhance Behavior Change Communication (BCC) for proper observance of public health measures;
- iii. Facilitate Risk Communication and Community Engagement (RCCE) through community dialogue sessions, and door-to-door household visits to enhance IPC and observance of IPC measures; and
- iv. Facilitate medical outreaches at the community level to ensure service continuity for vulnerable populations such as people living with Non-Communicable Diseases (NCDs), people living with disability and the old.

Schedules 2 & 3 removed for publication,
as set out in Article 10

ANNEX 1 – PRELIMINARY ASSET SHARING AGREEMENT

1. This Agreement is made this 1st day of January 2024 between the undersigned parties.

2. The parties have agreed to share their assets in the following manner:

3. The parties have agreed to share their assets in the following manner:

4. The parties have agreed to share their assets in the following manner:

5. The parties have agreed to share their assets in the following manner:

6. The parties have agreed to share their assets in the following manner:

7. The parties have agreed to share their assets in the following manner:

8. The parties have agreed to share their assets in the following manner:

9. The parties have agreed to share their assets in the following manner:

10. The parties have agreed to share their assets in the following manner:



IN THE MATTER OF THE PROCEEDS OF CRIME (JERSEY) LAW, 1999

AND IN THE MATTER OF A CONFISCATION ORDER MADE AGAINST
WINDWARD TRADING LIMITED

AND IN THE MATTER OF ASSET SHARING

PRELIMINARY ASSET SHARING AGREEMENT
BETWEEN THE GOVERNMENT OF JERSEY AND THE
GOVERNMENT OF THE REPUBLIC OF KENYA

WHEREAS

1. On the 27 October 2008, by virtue of an application made by Her Majesty's Attorney General of Jersey, the Royal Court granted a *Saisie judiciaire* in respect of the realisable property held by Windward Trading Limited ("Windward") in the Island of Jersey, expressed to include various bank accounts;
2. The Viscount of Jersey took possession of Windward's realisable property;

3. Windward appeared before the Royal Court of Jersey and pleaded guilty to one count of having possession of the proceeds of criminal conduct, contrary to Article 33 of the Proceeds of Crime (Jersey) Law 1999 and three counts of acquiring the proceeds of criminal conduct, contrary to Article 33 of the 1999 Law;
4. On 4 February 2016, criminal confiscation proceedings took place before the Royal Court of Jersey. Windward was found to have benefitted from criminal conduct and the Royal Court made a Confiscation Order against Windward in the sum of £3,281,897.40 and US\$540,330.69.

REASONS WHEREFORE:

5. The Government of Jersey, in consultation with the Jersey Overseas Aid Commission, has proposed to repatriate **£3 million (“Repatriation Amount”)** to the Government of Kenya, in line with the Island of Jersey’s Proceeds of Crime (Jersey Law) 1999, which contemplates the sharing of such proceeds through a distinct asset sharing agreement.
6. Her Majesty’s Attorney General of Jersey has incurred at least £820,000 in the investigation and proceedings in respect of Windward and Messrs Gichuru and Okemo to date. It should be noted that the Government of Jersey is not recouping the full cost incurred in the investigation and proceedings.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

7. The Attorney General of Jersey and Government of Jersey have agreed that £3 million should be repatriated by the Government of Jersey to the Government of the Republic of Kenya for the purposes of benefitting the people of Kenya in a manner to be agreed by the Government of Kenya


and the Government of Jersey but intended to develop renewable energy projects that have an impact on education amongst vulnerable communities in arid and semi-arid areas.

8. Proceedings before the Kenyan Courts seeking the extradition to Jersey of Messrs Samuel Gichuru and Chrysanthus Okemo continue, and both parties anticipate a conclusion of these proceedings as soon as is practicable.
9. It is intended that the funds should be shared with Kenya in a manner that ensures transparency, and in line with similar efforts being pursued by other international partners as part of an initiative to develop a broader framework for asset recovery and repatriation.



Senator Ian Gorst
Chief Minister of Jersey

Dated this 3rd day of March 2017



Dr. Kamau Thugge
Principal Secretary
National Treasury

Dated this 3rd day of March 2017

ANNEX 2 – MEMORANUDUM OF UNDERSTANDING ON FINANCIAL COOPERATION



**MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF KENYA AND THE GOVERNMENT OF JERSEY ON
FINANCIAL COOPERATION**

Introduction

The Government of the Republic of Kenya and the Government of Jersey, (hereinafter collectively referred to as "the Participants"):

DESIRING to cooperate in a variety of initiatives in accordance with the partnership principles and common approach set out in this Memorandum of Understanding;

APPRECIATING the conclusion of negotiation of the Framework for the Return of Assets from Crime and Corruption in Kenya (FRACCK) between the Governments of the Republic of Kenya, Swiss Federal Council, Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Jersey;

NOTING the signing of the Preliminary Asset Sharing Agreement between participants in March 2017 and the desire to conclude the final Asset Sharing Arrangement between participants.

DESIRING to achieve a well-functioning financial system in order to accelerate economic growth by encouraging Foreign Direct Investment;

SEEKING partnership in the prevention, identification and restitution of illicit financial flows and the proceeds of corruption;

DESIRING to strengthen economic relations between the Participants and promote increased flows of trade and investment for mutual benefit;

RECOGNISING desire to support the provision of Mutual Legal Assistance in the lawful recovery and return and/or sharing of forfeited or confiscated assets;

CONSCIOUS of the importance of continued dialogue to refine opportunities available to both Participants;

HAVE come to the following understanding:-

Paragraph 1: Objective

To explore the possibility of establishing financial cooperation between the Participants by identifying and prioritizing opportunities for collaboration and benefit in selected areas.

Paragraph 2: Mechanism for Cooperation

2.1 The Participants will seek to nominate one (1) representatives each who will coordinate the implementation of co-operation activities and, where necessary develop implementation and monitoring plan(s) for the identified areas of cooperation.

2.2 The Participants will seek to meet on an annual basis at a venue to be agreed upon to review progress of the implementation of the Memorandum of Understanding and explore new ways for financial cooperation.

Paragraph 3: Areas of Cooperation

The Participants will focus on priority areas of mutual interests and expertise which have been identified as follows:-

3.1 Agreement on Avoidance of Double Taxation

The Participants recognise that negotiation of Agreements on Avoidance of Double Taxation (DTAs) have often contributed to economic growth and flows of Foreign Direct Investment (FDI). Therefore, the Government of the Republic of Kenya and the Government of Jersey will consider exploring potential for future cooperation towards possible conclusion of an agreement.

3.2 Asset Recovery and Framework for the Return of Assets from Corruption and Crime in Kenya

3.2.1 In March 2017, the Government of Jersey and the Government of the Republic of Kenya signed a preliminary Asset Sharing Agreement and accepted that a full Asset Sharing Arrangement will ensure funds are returned to Kenya in a manner that ensures transparency, and in line with an initiative to develop a broader framework for asset recovery and repatriation.

3.2.2 The Participants will seek to finalise a full Asset Sharing Arrangement which will operate under the Framework for Return of Assets from Corruption and Crime in Kenya (FRACCK) initiative at the earliest opportunity consistent with the principles agreed in the March 2017 preliminary Asset Sharing Agreement.

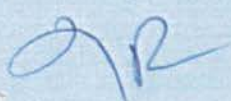
3.2.3 The FRACCK will establish a steering committee made up of international partners, including the Participants.

3.2.4 The Participants look forward to collaborate in launching the FRACCK and seek to use it as the primary mechanism for repatriation of stolen assets to Kenya, and for the identification of appropriate developments projects that will receive funds returned via the FRACCK.

3.2.5 The Participants also recognise that the FRACCK could be a significant building block for asset repatriation programmes in other jurisdictions, and are committed to outlining the use of the FRACCK in other appropriate international fora.

4.4 Capacity Building for Tackling Financial Crime

4.4.1 The Participants will explore opportunities in identifying appropriate partners for convening training workshops comparing standards and models on how to detect and prevent illicit cross-border transactions, comparative regulation regimes, prosecution process, broader capacity building and information exchange for the purpose of prevention of financial crime.



4.5 Cooperation in Financial Services

4.5.1 The Participants will explore cooperation on knowledge transfer, skills and policy development in the financial services sector which may involve convening workshops in Jersey and Kenya on regulatory regimes, financial crime policy, training of financial regulatory professions and the enhancement of an environment that is conducive to international financial services.

4.6 Cooperation with Financial Regulators

4.6.1 The Jersey Financial Services Commission (JFSC) and its counterparts in Kenya will explore the potential for cooperation covering regulatory cooperation.

Paragraph 4: Legal Status

4.1 The Memorandum of Understanding is not legally binding.

Paragraph 5: Confidentiality

5.1 Participants will keep confidentially any information or material received in the course of cooperation and may not disclose the same to a third party without written approval by the other

Paragraph 6: Differences in Interpretation and Application

6.1 The Participants will resolve any differences in the interpretation and/or implementation of this Memorandum of Understanding amicably through consultations.

Paragraph 7: Final Deposition

6.1 The Memorandum of Understanding will take effect on the date of its signature by the Participants, and will remain valid for a period of three (3) years, renewable upon review by the Participants.

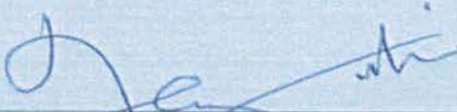
6.2 This Memorandum of Understanding may be amended by mutual written consent of the Participants.

6.3 Either Participant may terminate this Memorandum of Understanding by giving three (3) months written notice to the other Participant.


Signed at Nairobi on this.....11th.....day of December.....2018

For the Government of the Republic of
Kenya

For the Government of Jersey



Hon. Henry Rotich, EGH,
Cabinet Secretary for the National
Treasury and Planning



Senator Ian Gorst
Minister for External Relations