



MEMORANDUM OF UNDERSTANDING

BETWEEN

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

AND

CHESS KENYA FEDERATION (CFK)

FOR

CONDUCTING ELECTIONS FOR THE CHESS KENYA

FEDERATION (CFK)

MOU

This Memorandum is made this 2nd day of June 2026, in Nairobi, between The Independent Electoral and Boundaries Commission (IEBC), an Independent Commission established under Article 88 (1) of the Constitution of Kenya and whose registered office is located at Anniversary Towers, University Way, 6th Floor and of Post Office Box Number 45371 - 00100, Nairobi (hereinafter referred to as 'the Commission').

AND

CHESS KENYA FEDERATION (CKF), the official governing body for the sport of chess in Kenya whose registered office is in Jubilee Insurance Exchange Building, 4th Floor, Rooms 429 -432, Mama Ngina & Kaunda Steets P.O. Box 104726 – 00101 Jamia, Nairobi, Kenya (hereinafter referred to as 'the Federation').

PREAMBLE

Recognizing the mandate of the Commission to conduct elections as provided under Article 88(4) of the Constitution; and

Recognizing the mandate of the Ad-hoc Committee referred to National Election Board of the Federation under Article 7 of the Federation's Constitution to determine a body charged with the mandate of conducting elections of the members of the Federation and office bearers; and

Whereas the Federation has requested the Commission to conduct the election of the its officials, the Commission has agreed to conduct the said elections as per the terms of this MOU.

Whereas the Federation and the Commission have agreed to enter into a collaborative agreement in which the Commission will provide logistical support to the Federation to conduct the elections and list of candidates. The Federation will provide the certified register of electors, with accompanying documents as per Sports Registrar election rules.

Whereas the parties herein desire to enter into a Memorandum of Understanding setting forth the objectives to be achieved by the collaboration.

Now therefore in consideration of the terms and conditions herein, the Parties hereby agree as follows:

1. Election Date

The Elections shall be held as follows on Saturday 4th July 2026 within Nairobi provisionally at the Clarion Hotel, or other appropriate venue as may be agreed upon between IEBC and CKF.

2. The Commission requires that.

- a) The Federation's register of voters is accurate, comprehensive and current, in compliance to the Sport Registrar Rule 20.
- b) That a copy of the final signed and certified register of voters is submitted to the Commission not later than 14 days to the day of election; which shall be published as the final list of electors.
- c) The list of aspirants for the elective positions is provided with the documents as per the Sports Registrar Rules.
- d) The Commission Ad-hoc Committee shall clear the candidates for the election.
- e) The Federation provides convenience for voting by ensuring proximate of voting precincts.
- f) The voting method is simple, accurate, verifiable, secure, accountable and transparent.
- g) The votes cast at close of voting are counted, tabulated and the results announced promptly by the Returning Officer at the designated place.
- h) The declaration of cleared candidates, winners and issuance of certificates is to be done by the Returning Officer appointed for the election.

- i) In collaboration with the Federation, appropriate structures and mechanisms are put in place to eliminate electoral malpractice, and for safekeeping of election materials.

3. Duties of the Commission

The Commission shall be responsible for the conduct of the elections as stipulated herein below.

- a) Issue Notice of Election and advise Chess Kenya to convene AGM on the date proposed
- b) Vet, clear and register candidates as per the Sports Registrar rules
- c) Provide voter education in liaison with the Federation
- d) Provide Election materials
- e) Supervise voting on the election day
- f) Tally, announce and declare results
- g) Prepare and submit reports to both the Federation and Sports Registrar
- h) To safeguard election results for a period of at least 3 months after the election

4. Duties of Federation

- a) To provide the Commission with Sports Registrar Rules and regulations, tribunal judgement and the Chess Kenya Constitution.
- b) To convene the Annual General Election (AGM)
- c) To provide the details of all the aspirants.
- d) To provide a certified Register of voters.
- e) To commit itself and its members to the Federation's Constitution and its ^{By-laws} and Election Rules and Regulations.
- f) To provide venues to serve as polling centers and publicize the same thereof.
- g) To provide the Commission with the list of candidates' Agents where applicable.
- h) To secure and maintain the said venues throughout the period of use.
- i) To cater for all costs for administrative, technical, logistics and the conduct of the elections.

- j) Upon request, provide the Commission with legal representation where it is sued or enjoined in a legal suit as a result of this MoU; and
- k) To enforce the Federation's Constitution and Election Rules and Regulations

5. Handing Over.

Completion of the electoral process will be signified by an official handing over of the election results to the Federation by the Commission Ad-hoc Committee.

6. Amendments

Either party may request amendments to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

7. Subsequent Communications

All subsequent communications between the parties with respect to this agreement for purposes of any variation shall be delivered in writing by hand to the addresses set out in this agreement and no changes effected without proof of receipt and sufficient deliberations thereof.

8. Consideration

The consideration for execution of the duties shall be as follows:

8.1 The Federation shall pay the Commission Ksh. 702,088.00

8.2 Seventy per cent (70%) of the consideration amount is to be paid after the execution of this MoU.

8.3 The balance shall be paid on or before the date when printing of election materials shall commence.

9. Liability and Indemnification

The Federation will be responsible for any loss or and damages that may accrue as a result of the Elections and shall indemnify the Commission from any loss or any form of claim from third parties.

10. Disclaimer

The Commission Ad-hoc Committee will be solely responsible for determining the credibility of all candidates and their nomination thereof.

11. Transfer and Assignment

The Parties shall not give, bargain, sell, assign, or otherwise dispose of the MOU or any part thereof or the benefit or advantage of the MOU or any part thereof without the prior consent in writing of the other Party.

12. Communication on Memorandum

The Parties, subsequent to the signing of this Memorandum, agree to publicize through respective websites and share the Memorandum with the members of the Federation with the aim of promoting the objectives, purpose and agreements within this Memorandum.

13. Severability

If any provision of this MOU is declared by any judicial or other competent authority or an arbitrator appointed hereunder to be void, voidable, illegal or otherwise



unenforceable, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality and the remaining provisions of this MOU shall remain in full force and effect.

14. Force Majeure

For the purpose of this MOU, "Force majeure" shall mean, (an event which could not reasonably have been avoided by a diligent party in the circumstances which is beyond reasonable control of a party which may include, lock out, enemy action, hostilities, riot, strikes, terrorist acts, action by government agencies, civil commotion, earthquakes, storm, floods, adverse weather conditions, or any other circumstance (whether or not of a similar nature to the foregoing) over which the Party has no control and the duties of the parties shall be suspended until such circumstances shall have ceased:

Provided that at any time during the period of such suspension either party may serve upon the other one month's notice of termination in writing and unless the Parties shall have resumed their responsibilities before the expiration of such notice this MOU shall terminate in accordance with such notice.

15. Dispute Resolution

15.1 The Parties will make every effort to resolve any controversy, disagreement or complaint resulting from this Memorandum or subsequent agreements pursuant to this Memorandum.

15.2 Any controversy, disagreement or complaint between the Parties resulting from this Memorandum is to be resolved amicably through mutual discussion and under the umbrella of the National Council on the Administration of Justice.

15.3 The Parties shall take a common position regarding the interpretation or validity on any dispute, arising from the provisions of this Memorandum raised by any party external to this Memorandum.

16. Entry into Effect and Termination

16.1 This Memorandum shall come into effect on the date of its signature by both Parties.

16.2 This Memorandum may be terminated by completion of the duties, mutual consent, or by either Party giving written notice to the other Party at least 1 month in advance.

16.3 In the event that any provision of this Memorandum is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision in this Memorandum.

16.4 The Commission reserves the right to withdraw from the process should it be of the opinion at any time that the election is in contravention of agreed guiding principles.

17. Governing Language

The MOU shall be written in the English language. All correspondence and other documents pertaining to the MOU, which are exchanged by the parties, shall be written in English language.



18. Governing Law

The construction, validity, performance and interpretation of this MOU shall be governed in all respects by the Laws of Kenya.

19. Change of Address

Either party may provide changes in the addresses set herein by a notice in writing given to the other party.

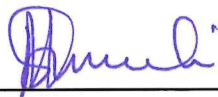
20. Notices



20.1 Any notices given by one party to the other pursuant to this contract shall be hand delivered to the other party's address.

20.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties sign this Memorandum of Understanding in two equally valid originals:



MR. MOSES SUNKULI, OGW
AG. COMMISSION SECRETARY/CEO
INDEPENDENT ELECTORAL AND
BOUNDARIES COMMISSION

DATE: 2/06/2026



MR. BENARD WANJALA
PRESIDENT
CHESS KENYA FEDERATION (CKF)

DATE: 2/06/2026

WITNESSED BY:

NAME: CS CHRISPINE DWAYE, OGW

DESIGNATION:

DIRECTOR LEGAL SERVICES

DATE: 2/06/2026



NAME: JOHN MUKABI

DESIGNATION: SECRETARY-GENERAL

DATE: 2/06/2026

