



MEMORANDUM OF UNDERSTANDING

between

**USDA Kenya Semi-Arid Livestock Enhancement Support
(K-SALES)**

and

**COMESA – Leather and Leather Products Institute
(COMESA/LLPI)**

in connection with

**Establishing Collaborative Activities to Create a More Inclusive,
Competitive and Efficient Livestock Sector in Kenya's Semi-arid
Regions by Building the Technical and Business Capacity of
Value Chain Actors**

June 2014

M.1 THE MEMORANDUM OF UNDERSTANDING (MoU)

M.1.1. THIS Memorandum of Understanding (MoU) made and entered into on this -
---- day of ----, Two thousand and fourteen between USDA Kenya Semi-
Arid Livestock Enhancement Support (K-SALES) having its registered office
at P.O. Box 45006 G.P.O 00100, Nairobi, Kenya (hereinafter called **K-
SALES**) which expression shall where the context so admits include its
successors and permitted assignees on the one part.
AND

M.1.2 Common Market for Eastern and Southern Africa (COMESA) – Leather and
Leather Products Institute (LLPI), having its registered office at P.O.
Box.2538, Code No.1110, Addis Ababa, Ethiopia (hereinafter called
COMESA/LLPI) which expression shall, where the context so admits,
include its successors and permitted assignees on the other part.

M.2 PREAMBLE

M.2.1 WHEREAS the Common Market for Eastern and Southern Africa
(COMESA) - Leather and Leather Products Institute (LLPI) (hereinafter
called **COMESA/LLPI**) works with objectives to support and develop the
leather industries of the COMESA regions.

M.2.2 WHEREAS the Kenya Semi-Arid Livestock Enhancement Support,
hereinafter K-SALES, is working to address the challenges of Agro-
pastoralists living in Kenya's semi-arid regions through a Food for Progress
initiative funded by the **United States Department
of Agriculture (USDA)**.

M.2.3 WHEREAS both **K-SALES** and **COMESA/LLPI** are convinced of the mutual
benefits of undertaking collaborative activities between the two
organizations for the benefit of Kenyan livestock-dependent households
(hereinafter called **ACTIVITY**).

M.2.4 WHEREAS both **K-SALES** and **COMESA/LLPI** have agreed in this
connection to enter into this umbrella MoU to record the mutual intention of
extending mutual cooperation with each other towards undertaking specific
collaborative activities at a later date, depending upon the requirements as
and when the need arises, as per the mutually agreed terms and conditions
in terms of separate Agreement to be signed by both the parties.

Now, therefore, in consideration of the premises and mutual covenants
hereinafter contained, the parties hereto agree as follows:

M.3 SCOPE OF THE MoU

M.3.1 This umbrella MoU details the rights and obligations of the Parties hereto,
pertaining to the **ACTIVITY**.



M.3.2 The MoU envisions that the Parties will work together to develop the mechanisms and to undertake activities jointly, that will promote and sustain the value adding activities along the leather value chain, in Kenya. The MoU shall serve as the basis for the various leather and leather products development activities by providing training in post-harvest handling and processing, and developing the business capacity of cooperatives and industry associations to be undertaken jointly by K-SALES and COMESA/LLPI.

M.4 DEFINITIONS/ACRONYMS

M.4.1 “ **K-SALES** ” means Kenya Semi-Arid Livestock Enhancement Support

M.4.2 “**COMESA/LLPI**” means the Common Market for Eastern and Southern Africa – Leather and Leather Products Institute

M.4.3 “COMESA Member States” are Burundi, Comoros, D.R. Congo, Djibouti, Egypt, Eritrea, Ethiopia, Kenya, Libya, Madagascar, Malawi, Mauritius, Rwanda, Seychelles, Sudan, Swaziland, Uganda, Zambia and Zimbabwe

M.4.4 “IP” means Intellectual Property

M.4.5 “MoU” means Memorandum of Understanding

M.4.6 “Party” or “Parties” refer to the K-SALES and/or COMESA/LLPI and other institutions that mutually agreed to by both parties

M.5 GENERAL RESPONSIBILITIES OF COMESA/LLPI & K-SALES and AREAS OF COOPERATION

M.5.1 **K-SALES** and **COMESA/LLPI** agree to cooperate with each other through their appropriate organs with respect to all matters of common interest that arise in the fields of leather and leather products in general.

M.5.2 **COMESA/LLPI** shall give due consideration to **K-SALES** requests for technical support for the goals and objectives of **K-SALES** in the development of Agro-pastoralists living in Kenya’s semi-arid Regions through targeting key value chain points

M.5.3 **K-SALES** and **COMESA/LLPI** shall prepare feasible projects, programmes and activities, jointly, for sustained development of Agro-pastoralists living in Kenya’s semi-arid regions and mobilize resources for their implementation.

M.5.4 **K-SALES** and **COMESA/LLPI** will cooperate in the areas of research, training, technology transfer, consultancy, exchange of programs and development of SMEs, preferably with written protocols and agreements.

M.5.5 **K-SALES** and **COMESA/LLPI** will give due consideration to consultancy and extension services in the leather sector and other cross-cutting issues. The Basis of each consultancy will be determined according to the specific required activity.

