



MEMORANDUM OF UNDERSTANDING

between

**Small and Medium Enterprises Development Institute
(SMEDI) of Malawi**

and

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

in connection with

**Establishing Collaborative Activities to Promote the Development and
Growth of Micro, Small and Medium Enterprises (MSMEs) in Leather Sector
in Malawi**

May 2015

M.1 THE MEMORANDUM OF UNDERSTANDING (MoU)

M.1.1. THIS Memorandum of Understanding (MoU) is made between **Small and Medium Enterprises Development Institute (SMEDI) of the Malawi Republic having its registered Headquarters at Private Bag 393 Lilongwe, (hereinafter called SMEDI)** which expression shall where the context so admits include its successors and permitted assigns of other 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 assigns of 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 **SMEDI** is a public institution established by the Government of Malawi; mandated to promote the development and growth of sustainable Micro, Small and Medium Enterprises (MSMEs).

M.2.3 WHEREAS both SMEDI and COMESA/LLPI are convinced of the mutual benefits of undertaking collaborative activities between the two organizations for the development of leather industry (hereinafter called **ACTIVITY**).

M.2.4 WHEREAS both SMEDI and COMESA/LLPI have agreed in this connection to enter into this umbrella MoU to record the mutual intention of extending mutual cooperation to 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**.

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M.3.2 MoU envisioned 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 the Republic of Malawi. The MoU shall serve as the basis for the various leather and leather products development activities in the areas of training, information and markets for MSMEs and to provide relevant, needs-based business development services to be undertaken jointly by SMEDI and COMESA/LLPI.

M.4 DEFINITIONS/ACRONYMS

- M.4.1 "SMEDI" means Small and Medium Enterprises Development Institute.
- 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 GIMI and/or COMESA/LLPI and other institutions that mutually agreed to by both parties.

M.5 GENERAL RESPONSIBILITIES OF COMESA/LLPI & SMEDI and AREAS OF COOPERATION

- M.5.1 SMEDI 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 SMEDI shall give due consideration to COMESA/LLPI requests for the goals and objectives of COMESA/LLPI in the development of leather industry in the COMESA Region in general and in Malawi in particular..
- M.5.3 SMEDI and COMESA/LLPI will cooperate in the areas of research, training, technology transfer, consultancy, exchange of programs, development of SMEs and other regional and international programs, preferably with written protocols and agreements.
- M.5.4 SMEDI 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.
- M.5.5 SMEDI and COMESA/LLPI will concert and coordinate their efforts in the areas of information collection, analysis and dissemination of activities for the purpose of Capacity Building and/or Consultancy in the following fields:

- a. Market information
 - b. Human resource
 - c. New and indigenous technology
 - d. Any other areas of interest to the leather sector
- M.5.6 SMEDI and COMESA/LLPI shall engage in consultations with a view to selecting the best means of ensuring that their activities in matters of common interest are fully effective.
- M.5.7 SMEDI and COMESA/LLPI may, in appropriate cases, agree to convene under their auspices, according to arrangements to be made in each particular case, joint meetings concerning matters of mutual interest. The manner in which, measures proposed by such joint meetings may be put into effect will be determined by the two parties.
- M.5.8 In appropriate cases, meetings convened by either SMEDI or COMESA/LLPI may call for the cooperation and participation of the other party.
- M.5.9 SMEDI and COMESA/LLPI may, through special arrangements, decide upon joint action with a view to attaining objects of common interest. These arrangements shall define the ways and means in which each of the two organizations shall participate in this action and shall specify the financial commitment, if any, that each is to assume.
- M.5.10 SMEDI and COMESA/LLPI, when they consider it desirable, shall set up joint commissions, committees or other bodies, on conditions to be mutually agreed in each case, to advise them on matters of common interest. Joint studies may be undertaken by SMEDI and COMESA/LLPI, and joint programmes and projects established and implemented between them.
- M.5.11 SMEDI and COMESA/LLPI will concert their efforts to obtain the best use of leather sector data and information and to ensure the most effective utilization of their resources in the collection, collating, analysis, publication and dissemination of such information.
- M.5.12 SMEDI and COMESA/LLPI, through their designated officials, shall make appropriate administrative arrangements to ensure effective cooperation and liaison between the two Parties.
- M.5.13 SMEDI and COMESA/LLPI, through their designated officials, shall consult with each other upon matters arising out of the present Agreement.
- M.5.14 SMEDI and COMESA/LLPI, through their designated officials, may make such supplementary administrative arrangements for the implementation of this Agreement as may appear desirable in the light of experience.
- M.5.15 SMEDI and COMESA/LLPI shall coordinate activities that are jointly undertaken in pursuit of the objectives of the MoU.

