



## MEMORANDUM OF UNDERSTANDING

Between

**East Africa Trade and Investment Hub**

And

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


This Memorandum of Understanding (hereinafter the "Agreement") is entered into this 18<sup>th</sup> Day of December 2015 (hereinafter, the "Effective Date"), by and between **East Africa Trade and Investment Hub** (hereinafter referred to as "EATIH"), an initiative funded by United States Agency for International Development (USAID) managed by Development Alternatives Inc. (hereinafter referred to as "DAI"), and **COMESA Leather and Leather Products Institute** (hereinafter referred to as "COMESA/LLPI"), collectively referred to as the "Parties" and each singularly as the "Party".

### I. PURPOSE

The purpose of this Agreement is to formalize collaboration between **COMESA/LLPI** and **EATIH** managed by DAI on behalf of USAID.

**EATIH** is the U.S. Government's flagship project under the Presidential *Trade Africa Initiative*, which was launched in 2013 to boost trade and investment both with and within Africa. **EATIH** is based in Nairobi, Kenya and is working with the five East African Community (EAC) Countries – Burundi, Kenya, Rwanda, Tanzania, and Uganda – plus the AGOA (African Growth and Opportunity Act) member states of Mauritius, Madagascar and Ethiopia (with the entire group being collectively known as EAC<sup>+</sup>). **EATIH** engages selected partners to attract and accelerate U.S./EAC investment and technology acquisition and in addition, strengthen two-way trade and investment between the U.S. and Sub-Saharan Africa more broadly. To do this, **EATIH** proposes market-based solutions to East African economic development issues in sectors that could benefit from U.S. management skills, capital and transformational technology.

**COMESA/LLPI** is an Intergovernmental and Chartered Organization working to increase value addition and enhancing exportability and competitiveness of the COMESA Region's leather industry. The primary activities of **COMESA/LLPI** is to facilitate the development of the leather value chain in supporting member States/enterprises in the region in the following areas: Strategy and policy formulation and implementation; Capacity building; Technology transfer, Promotion of formal domestic and international trade; Facilitate the development of SMEs Clusters; Research and development.

  
MKIMBO

The focus of the collaboration between **EATIH** and **COMESA/LLPI** is to revitalize the leather sector in the region and more specifically Kenya. By closely coordinating the efforts of **EATIH** and **COMESA/ LLPI** under this Agreement, both organizations will leverage their respective resources to achieve impact that could not be achieved individually. The proposed areas of coordination include:

1. **EATIH** will work with **COMESA/LLPI** to identify key policy and sector frameworks for the leather sector in the EAC countries that both institutions focus on.
2. **EATIH** and **COMESA/LLPI** will share information on the ongoing strategic review that is being carried out on the Kenya Leather Development Council, which is a grantee of **EATIH**.
3. **EATIH** and **COMESA/LLPI** will partner to set up joint forums to engage the private sector regionally on the revitalization of the Leather sector.
4. Participate in joint exercises to improve the outcome of the review of various leather policy frameworks that are in-progress.
5. **COMESA/LLPI** will (where possible) provide strategic support to **EATIH**'s leather sector initiative at the Kenyan Ministry of Industrialization and Enterprise Development.

## II. NOTICES

All official notices or communications required by this Agreement or desired to be given hereunder shall be in writing and addressed as follows and effected by facsimile or email transmission and shall be deemed to be effected when received. The respective organization cognizant points of contact are:

For: <b>EATIH</b>	For: <b>COMESA/LLPI</b>
Kanini Mutooni	Prof. Mekonnen Hailemariam
Director, Investment, ICT	Leather Value Chain Expert and Personal Assistant to the Executive Director
East Africa Trade and Investment Hub	COMESA-Leather and Leather Products Institute
Nairobi, Kenya	Addis Ababa, Ethiopia,
Tel: +254-738-910-439	Tel: +251 911 662669
Email: <a href="mailto:kmutooni@eatradehub.org">kmutooni@eatradehub.org</a>	Email: <a href="mailto:mekonnenh@comesa-llpi.int">mekonnenh@comesa-llpi.int</a> or <a href="mailto:mekonnen57@gmail.com">mekonnen57@gmail.com</a>

Each Party may change its cognizant point of contact by written notice to the other.

## III. DURATION AND TERMINATION

This Agreement shall commence at the Effective Date, and continue until the end of **EATIH**'s project life.

This Agreement may be extended by mutual written consent for any period of time as set out in such consent.

Either Party may terminate this Agreement for convenience by providing one (1) month's written notice to the other Party.

#### IV. FUND

Both parties to this Agreement confirm that this Agreement does not constitute a legally binding commitment nor does it constitute a financial commitment between the parties.

#### V. INTELLECTUAL PROPERTY

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (IP) are granted or transferred under this MoU. No IP is envisaged to be generated under this MoU. However, in the event of generation of any IP from this MoU or under the branched out activities of this MoU, the rights of the IP shall be shared by COMESA/LLPI and EATIH jointly. The sharing of IP shall be governed by a separate MoU.

Any publication emerged from the activities covered under this MoU shall be made jointly by COMESA/LLPI and EATIH and shall bear the names of the authors contributed to the same from both sides.

#### VI. ENTIRE AGREEMENT

This Agreement and all exhibits, attachments, and appendices hereto comprise the entire understanding and agreement of the Parties with respect to the subject matter, superseding any prior or contemporaneous written or oral agreements thereon. No understanding is created between the Parties until this Agreement is signed by duly authorized representatives of both Parties. This Agreement may not be amended or modified except by agreement in writing signed by duly authorized representatives of the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the Effective Date in duplicate originals by their duly authorized representatives.

**Juan Estrada - Valle**  
Chief of Party

**Prof. Mwinyikione Mwinyihija**  
Executive Director

For *For. Juan Estrada-Valle.*  
EAST AFRICA TRADE AND INVESTMENT HUB

For  
COMESA/ LLPI

*MK Mutooni*

*Jh*

Name: *KANINI MUTOONI*

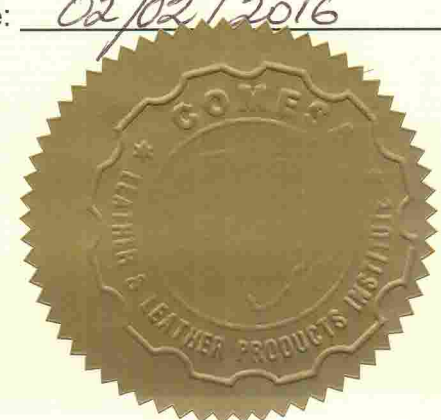
Name: *Zewdu Kebede*

Title: *DIRECTOR-INVESTMENT EATIH*

Title: *Programmes Coordinator*

Date: *02/02/2016*

Date: *02/02/2016*



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