



MEMORANDUM OF UNDERSTANDING



between

**China Leather and Footwear Industry Research Institute
(CLF)**

and

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

in connection with

**Furtherance of their mutual interests in technology
transfer, training and research, and as a contribution to
increased international co-operation**

November 2014

M.1 THE MEMORANDUM OF UNDERSTANDING (MoU)

M.1.1. THIS Memorandum of Understanding (MoU) is made between China Leather and Footwear Industry Research Institute (CLF) having its registered office at P.O. Box -----, China (hereinafter called CLF) 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 China Leather and Footwear Industry Research Institute (hereinafter called CLF) is a Research and Development Institution.

M.2.3 WHEREAS both CLF and COMESA/LLPI are convinced of the mutual benefits of undertaking collaborative activities in furtherance of their mutual interests in technology transfer, training and research, and as a contribution to increased international co-operation for the development of leather industry (hereinafter called **ACTIVITY**)

M.2.4 WHEREAS both CLF and COMESA/LLPI hereby agree to implement, within the framework of the regulations applying in each of the institutions and subject to the availability of resources, the following programmes and activities:

- I. Joint research activities
- II. Participation in seminars and academic meetings
- III. Exchange of publications, academic materials and other information
- IV. Training in leather products value addition
- V. Technology transfer.

- VI. Consultancy Services
- VII. Staff exchange
- VIII. Development of leather products incubator and development of small and medium businesses in the leather sector
- IX. Use of equipment and laboratory space

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 shall serve as the basis for the various leather and leather products development activities to be undertaken jointly by CLF and COMESA/LLPI.

M.4 DEFINITIONS/ACRONYMS

- M.4.1** “ CLF ” means China Leather and Footwear Industry Research 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 CLF and/or COMESA/LLPI and other institutions that mutually agreed to by both parties

M.5 GENERAL RESPONSIBILITIES OF COMESA/LLPI AND CLF AND AREAS OF COOPERATION

- M.5.1** CLF 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 endeavor to build capacity for African countries at various levels within the leather value chain.

- M.5.3** CLF 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** CLF and COMESA/LLPI will give due consideration to consultancy and extension services in the leather sector and other cross-cutting issues as follows:
- i. Advice on quality assurance on the leather value chain eg. Standards compliance and certification for the purpose of growth and development
 - ii. Advice on issues of technology transfer
 - iii. Promote and sustain development of SMEs in the region
 - iv. Promote investments in the leather sector in the African Region
 - v. Promote adoption of cleaner technology and appropriate waste management for sustainable development
 - vi. Standardization, quality grading and certification of leather and leather products
 - vii. Benchmarking
- M.5.5** CLF and COMESA/LLPI will concert and coordinate their efforts in the areas of information collection, analysis and dissemination of activities 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** CLF 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** CLF 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 CLF or COMESA/LLPI may call for the cooperation and participation of the other party.

- M.5.9** CLF 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** CLF 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 CLF and COMESA/LLPI, and joint programmes and projects established and implemented between them.
- M.5.11** CLF 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** CLF 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** CLF and COMESA/LLPI, through their designated officials, shall consult with each other upon matters arising out of the present Agreement.
- M.5.14** CLF 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** CLF and COMESA/LLPI shall coordinate activities that are jointly undertaken in pursuit of the objectives of the MoU.

M.6 RESPONSIBILITIES OF CLF

- M.6.1** CLF shall execute and document activities that are undertaken in pursuit of the objectives of the MoU.
- M.6.2** CLF shall maintain database of information, records and activities related to the objectives of this MoU.
- M.6.3** CLF shall provide required technical support to COMESA/LLPI for successful implementation of joint projects, programmes and activities for sustained sectoral development.
- M.6.4** CLF shall support such initiatives by COMESA/LLPI by way of provision of necessary information / data etc.

M.7 RESPONSIBILITIES OF COMESA/LLPI

M.7.1 COMESA/LLPI shall prepare feasible projects, programmes and activities for sustained leather industry development in COMESA Region and mobilize resources for their implementation.

M.7.2 COMESA/LLPI shall provide required support to CLF for successful implementation of joint projects, programmes and activities

M.7.3 COMESA/LLPI shall coordinate meetings, document activities and maintain database of information and activities jointly undertaken in the leather industry development of the Region.

M.7.4 COMESA/LLPI shall enhance its mandated leather sector development activities in the COMESA Region that encompass:

- Human Resources Development
Eg. Capacity Building
- Investment and Trade Promotion
Eg. Intra and Inter Regional Trade
- Material and Technological Research and Development
Eg. Enhancement of SMEs and Promotion of Sustainable Projects
- Consultancy and Extension
Eg. Technology Transfer in the Region
- Information Collection and Dissemination
Eg. Market and trade information in leather sector
- Regional Integration, Gender parity and other Cross-Cutting Issues.

M.7.5 COMESA/LLPI shall promote, provide, initiate, coordinate, organize, prepare and implement identified activities for the benefit of member States in the Region.

M.7.6 COMESA/LLPI shall solicit funding support from regional and international bodies for carrying out actionable programs for the development of leather and leather products sector in COMESA member countries.

M.8 EFFECTIVE DATE, DURATION AND TERMINATION OF MoU

M.8.1 The MoU shall be effective for FIVE years from the date of its signing (hereinafter called EFFECTIVE DATE).

M.8.2 The period of completion of ACTIVITY can however be extended to

such further periods as may be required as well as mutually agreed to, without any additional obligation on both sides.

M.8.3 During the tenure of the Agreement, parties hereto can terminate the Agreement for breach of any of the clause of the Agreement by giving one-month notice in writing to the defaulting party. Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.

M.9 INTELLECTUAL PROPERTY

M.9.1 No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property 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 CLF jointly. The sharing of IP shall be governed by a separate MoU.

M.9.2 Any publication emerged from the activities covered under this MoU shall be made jointly by **COMESA/LLPI** and **CLF** and shall bear the names of the authors contributed to the same from both sides.

M.10 FUND

M.10.1 This MoU shall not be used to obligate or commit funds. As the need may arise, specific work statements and details of support to be furnished by each of the Parties to this MoU, will be developed separately from this MoU in specific agreements or contracts, subject to the availability of funds. No proposal or contract, purporting to commit either Party to perform any work, shall be binding upon that Party without the expressed written approval of Parties who are duly authorized to issue such agreements and contracts.

M.11 DISPUTE SETTLEMENT

M.11.1 The parties shall attempt in good faith to resolve any controversy or dispute arising out of or relating to this MoU or the scope, breach, termination or validity thereof.

M.12 ASSIGNMENT OF THE MoU

M.12.1 Neither party shall assign any of its rights and obligations under this MoU without the prior consent of the other party.

M.13 AMENDMENTS TO THE MoU

M.13.1 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of the MoU. The modification shall be effective from the date on which they are made/executed, unless otherwise agreed to.

SEAL OF PARTIES

IN WITNESS THEREOF, the parties hereto have offered their signatures:

Date

Date

**For China Leather and Footwear Industry
Research Institute**

**For Leather and Leather Products
Institute, Addis Ababa**



8/12-2014

**Dr.³ Mwynyikione Mwynihija
Executive Director LLPI**

Witnesses (Name and Address)

Witnesses (Name and Address)

1.

1. **Mekonnen A. Mariani (Prof.)**

2.

2. **NICHOLAS MUDUNGUZE**

Date:

Date: 24th Nov. 2014

Handwritten initials and date: 24/11