



## MEMORANDUM OF UNDERSTANDING

*between*

**COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH**  
Anusandhan Bhavan, 2, Rafi Marg, New Delhi-110 001, India

*Represented by*

**CSIR-CENTRAL LEATHER RESEARCH INSTITUTE**  
Adyar, Chennai 600 020, India

and

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

in connection with

**Establishing Collaborative Activities for the *Development of  
Leather Industry in the COMESA Region***

January 2014

  
01  
09/2014



  
9/01/2014

**M.1 THE MEMORANDUM OF UNDERSTANDING (MoU)**

**M.1.1.** THIS Memorandum of Understanding (MoU) made and entered into on this 9th day of January, Two thousand and fourteen between Council of Scientific & Industrial Research, a Society registered under the Societies Registration Act XXI of 1860, having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi-110 001, (hereinafter called **CSIR** which expression shall, where the context so admits, include its successors and permitted assigns) represented by Central Leather Research Institute, Adyar, Chennai – 600 020 (hereinafter called **CSIR-CLRI** which expression shall where the context so admits include its successors and permitted assigns) of the first part of 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. 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 CSIR at its Central Leather Research Institute (CLRI), Adyar, Chennai-600 020 (hereinafter called the **CSIR-CLRI**) has also immense expertise in the area of R & D activities relating to leather and leather products and has had the experience of similar activities in India and other developing countries.

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

**M.2.4** WHEREAS both CSIR-CLRI 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:



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**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** 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 COMESA Region. The MoU shall serve as the basis for the various leather and leather products development activities to be undertaken jointly by CSIR-CSIR-CLRI and COMESA/LLPI.
- M.3.3** Once the ACTIVITIES are finalized by CSIR-CLRI and COMESA/LLPI, the activities shall be undertaken by both the parties in terms of a fresh bilateral MoU to be signed between the parties.

**M.4 DEFINITIONS/ACRONYMS**

- M.4.1** "CSIR-CLRI" means Council of Scientific and Industrial Research - Central Leather Research Institute
- M.4.2** "COMESA/LLPI" means the Common Market for Eastern and Southern Africa – Leather and Leather Products Institute P.O Bag No. 2358, 1110 Addis Ababa, Ethiopia
- 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 CSIR-CLRI and/or COMESA/LLPI and other institutions that mutually agreed to by both parties

**M.5 GENERAL RESPONSIBILITIES OF COMESA/LLPI & CSIR-CLRI and AREAS OF COOPERATION**

- M.5.1** CSIR-CLRI 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** CSIR-CLRI shall give due consideration to COMESA/LLPI requests for technical support for the goals and objectives of COMESA/LLPI in the development of leather industry in the COMESA Region.
- M.5.3** COMESA/LLPI shall endeavor to build capacity for African countries at various levels within the leather value chain.
- M.5.4** CSIR-CLRI and COMESA/LLPI will cooperate in the areas of research, training, technology transfer, consultancy, exchange of programs,



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development of SMEs and other regional and international programs, preferably with written protocols and agreements.

**M.5.5** CSIR-CLRI 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 Africa 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.5.6** CSIR-CLRI 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.5.7** CSIR-CLRI 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.5.8** CSIR-CLRI 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.5.9** In appropriate cases, meetings convened by either CSIR-CLRI or COMESA/LLPI may call for the cooperation and participation of the other party.

**M.5.10** CSIR-CLRI 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.



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- M.5.11** CSIR-CLRI 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 CSIR-CLRI and COMESA/LLPI, and joint programmes and projects established and implemented between them.
- M.5.12** CSIR-CLRI 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.5.13** CSIR-CLRI and COMESA/LLPI shall arrange for the fullest exchange of information and documents concerning matters of the leather sector of interest to both or one of them.
- M.5.14** CSIR-CLRI and COMESA/LLPI, through their designated officials, shall make appropriate administrative arrangements to ensure effective cooperation and liaison between the two Parties.
- M.5.15** CSIR-CLRI and COMESA/LLPI, through their designated officials, shall consult with each other upon matters arising out of the present Agreement.
- M.5.16** CSIR-CLRI 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.5.17** CSIR-CLRI and COMESA/LLPI shall coordinate activities that are jointly undertaken in pursuit of the objectives of the MoU.

**M.6 RESPONSIBILITIES OF CSIR-CLRI**

- M.6.1** CSIR-CLRI shall execute and document activities that are undertaken in pursuit of the objectives of the MoU.
- M.6.2** CSIR-CLRI shall maintain database of information, records and activities related to the objectives of this MoU.
- M.6.3** CSIR-CLRI shall provide required technical support to COMESA/LLPI for successful implementation of joint projects, programmes and activities for sustained sectoral development.
- M.6.4** CSIR-CLRI shall coordinate meetings and reporting activities undertaken jointly in pursuit of this MoU.
- M.6.5** CSIR-CLRI shall support such initiatives by COMESA/LLPI by way of preparation of proposals and provision of necessary information / data etc.




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## 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 CSIR-CLRI for successful implementation of joint projects, programmes and activities for sustained leather development in COMESA Region.
- 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.



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9/07/2014



## **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). Once the ACTIVITIES are identified, the activity shall be undertaken by both the parties in terms of a fresh MoU to be signed between the parties.
- 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 CONFIDENTIALITY**

- M.9.1** During the tenure of the MoU and for a period of 1 year of its expiry, both CSIR-CLRI and COMESA/LLPI shall treat as strictly confidential and prevent disclosure thereof of all the information and data exchanged under this MoU for any purposes other than that in accordance with this MoU.

## **M.10 INTELLECTUAL PROPERTY**

- M.10.1** 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 CSIR-CLRI jointly. The sharing of IP shall be governed by a separate MoU. In the event of solicitation of licensing of IP from CSIR-CLRI under any branched out activity of this MoU, the same shall be governed by a specific licensing agreement.
- M.10.2** Any publication emerged from the activities covered under this MoU shall be made jointly by COMESA/LLPI and CSIR-CLRI and shall bear the names of the authors contributed to the same from both sides.

- M.11 FUND** 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 express written approval of Parties who are duly authorized to issue such agreements and contracts.



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9/9/2014

**M.12 DISPUTE SETTLEMENT**

**M.12.1** 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.13 ASSIGNMENT OF THE MoU**

**M.13.1** Neither party shall assign any of its rights and obligations under this MoU without the prior consent of the other party.

**M.14 AMENDMENTS TO THE MoU**

**M.14.1** 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.

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01/09/2014



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9/01/2014



## SEAL OF PARTIES

In witness whereof the parties hereto have signed this MoU on the date, month and year mentioned hereinbefore.

**For and on behalf of  
CSIR-CLRI**


Signature  09/01/2014

Name  
Prof. Dr. A.B. Mandal  
Designation: Director, CLRI

Seal

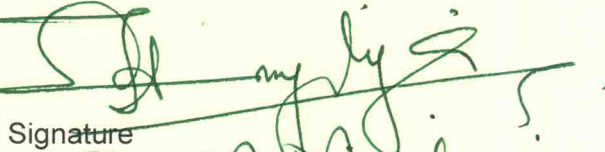


Witnesses( Name & Address)

- 
1. Dr. B Chandrasekaran  
Chief Scientist & Chairman - HRD  
CSIR - Central Leather Research Institute  
Chennai 600 020, India
  2. Dr. K.Srinivasan  
Senior Scientist and Head, BPD  
CSIR-Central Leather Research Institute  
Chennai 600 020, India

Date: 9.01.2014

**For and on behalf of  
COMESA/LLPI**


Signature 

Name: Dr. Mwinyikione Mwinyihija  
Designation: Director, COMESA/LLPI

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Witnesses (Name & Address)

- 
1. Dr. Mekonnen H/Mariam  
Leather Value Chain Information Expert  
COMESA/LLPI
  2. Dr. Tadesse H/Mariam Mamo  
Training, Consultancy and Extension  
Service Expert  
COMESA/LLPI

Date: 9.01.2014