



MEMORANDUM OF UNDERSTANDING

between

EUCLID
(Euclid University)

and

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

in connection with

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



M.1

THE MEMORANDUM OF UNDERSTANDING (MoU)

- M.1.1.** This Memorandum of Understanding (MoU) is made between **EUCLID (Euclid University)** (hereinafter called EUCLID), an intergovernmental organization having its international headquarters at Brusubi Phase 2, Senegambia Hwy, Brufut, (PMB 819, Brusubi), Greater Banjul, The Gambia 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** (hereinafter called COMESA/LLPI), an intergovernmental organization having its registered office at P. O. Box. 2538, Code No.1110, Addis Ababa, Ethiopia which expression shall, where the context so admits, include its successors and permitted assigns of the other part.

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PREAMBLE

- M.2.1** WHEREAS the Common Market for Eastern and Southern Africa - Leather and Leather Products Institute (hereinafter called **COMESA/LLPI**) works with objectives to support and develop the leather industries in COMESA Member States ;
- M.2.2** WHEREAS Euclid University (hereinafter called EUCLID) is among the world's few intergovernmental universities, and specializes in government capacity building through online / distance programs ;
- M.2.3** WHEREAS both EUCLID and COMESA/LLPI are convinced of the mutual benefits of undertaking collaborative activities in furtherance of their mutual interests in 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 EUCLID 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
 - V. Technology transfer
 - VI. Consultancy Services
 - VII. Staff exchange

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

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SCOPE OF THE MoU

- M.3.1** This umbrella MoU details the rights and obligations of the Participants hereto, pertaining to the ACTIVITY.
- M.3.2** The MoU shall serve as the basis for the various activities to be undertaken jointly by EUCLID and COMESA/LLPI for the development of the leather sector in the COMESA region.

M.4 **DEFINITIONS/ACRONYMS**

- M.4.1** "EUCLID " means Euclid University
- 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 "Participants" refer to the EUCLID and/or COMESA/LLPI and other institutions that mutually agreed to by both Participants

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

- M.5.1** EUCLID 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 sector 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** EUCLID and COMESA/LLPI will cooperate in the areas of research, training, technology transfer, consultancy, exchange of programs, development of the leather sector and other regional and international programs, preferably with written protocols and agreements.
- M.5.4** EUCLID and COMESA/LLPI will cooperate to jointly develop and administer distance-learning programs, for example an online Master's degree program in Leather Commerce and Industry, with the recognition and support of the Ministry of Higher Education of The Gambia and the benefit of EUCLID's membership in the Association of African Universities.
- M.5.5** EUCLID 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 issues of technology transfer
 - ii. Promote and sustain training programs in the leather sector in the region

- iii. Promote investments in the leather sector in the African Region
- iv. 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** EUCLID 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** EUCLID 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** EUCLID 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 Participants.
- M.5.9** In appropriate cases, meetings convened by either EUCLID or COMESA/LLPI may call for the cooperation and participation of the other party.
- M.5.10** EUCLID 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.5.11** EUCLID 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 EUCLID and COMESA/LLPI, and joint programs and projects established and implemented between them.
- M.5.12** EUCLID 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** EUCLID and COMESA/LLPI, through their designated officials, shall make appropriate administrative arrangements to ensure effective cooperation and liaison between the two Participants.
- M.5.14** EUCLID and COMESA/LLPI, through their designated officials, shall consult with each other upon matters arising out of the present Agreement.

WR *[Signature]*

M.5.15 EUCLID 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.5.16 EUCLID and COMESA/LLPI shall coordinate activities that are jointly undertaken in pursuit of the objectives of the MoU. EUCLID and COMESA/LLPI, considering the other organization as an "official partner," will after signature post this MoU on their respective websites and list the other participant as an MoU Participant / Official Partner with authorized use of their respective logos for this purpose of information and mutual support. A copy of this MoU shall be officially transmitted for information and reference to the Ministry of Higher Education, Research, Science and Technology of the Republic of The Gambia.

M.6 RESPONSIBILITIES OF EUCLID

M.6.1 EUCLID shall execute and document activities that are undertaken in pursuit of the objectives of the MoU.

M.6.2 EUCLID shall maintain a database of information, records and activities related to the objectives of this MoU.

M.6.3 EUCLID shall provide required technical support to COMESA/LLPI for successful implementation of joint projects, program and activities for sustained sectoral development.

M.6.4 EUCLID 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, programs and activities for sustained leather sector development in COMESA Region and will mobilize resources to this effect.

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

M.7.3 COMESA/LLPI shall coordinate meetings, document activities and maintain database of information and activities jointly undertaken in the leather sector 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, e.g. Capacity Building
- Investment and Trade Promotion, e.g. Intra and Inter Regional Trade
- Material and Technological Research Development, e.g. Enhancement of SMEs and Promotion of Sustainable Projects
- Consultancy and Extension, e.g. Technology Transfer in the Region

- Information Collection and Dissemination, e.g. 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 the leather sector along all the segment of the value chain 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, Participants hereto can terminate the Agreement for breach of any of the clause of the Agreement by giving a three-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 EUCLID 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 EUCLID and shall bear the names of the authors contributed to the same from both sides.

M.10 **FUNDS**

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 Participants 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 Participants who are duly authorized to issue such agreements and contracts.

M.11 DISPUTE SETTLEMENT

M.11.1 The Participants 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

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

M.13.1 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the Participants 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 PARTICIPANTS

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

Date: 10 March 2015

Date: 11 March 2015

**For EUCLID (Euclid University)
Banjul, Gambia**

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



**Mr. Syed Zahid Ali
Secretary-General**

A handwritten signature in black ink, appearing to read "Dr. Mwinyikione Mwinyihija".

**Dr. Mwinyikione Mwinyihija
Executive Director LLPI**



Handwritten initials "WZ" in blue ink, followed by a signature in black ink.