



**Memorandum of Understanding**  
**on a Grant under Project A854/SB-002699**

**between**

**The International Trade Centre (ITC)**

**and**

**The Common Market for Eastern and Southern  
Africa – Leather and Leather Products Institute  
(COMESA/LLPI)**

WHEREAS the International Trade Centre (hereinafter referred to as "ITC"), with headquarters at Geneva, Switzerland, the development partner for trade success, is the joint technical cooperation agency of the World Trade Organization and the United Nations;

WHEREAS ITC, in its aim to contribute to the achievement of the goals of the United Nations post-2015 development agenda, generates sustainable incomes and livelihoods especially for poor households, by connecting enterprises to regional and global markets and enables small business trade success in developing and transition countries by providing, with partners, inclusive and sustainable trade development solutions to the private sector, trade and investment support institutions (TISIs) and policy-makers;

WHEREAS ITC aspires to hold up the values of vision, integrity, excellence, pragmatism and responsiveness;

WHEREAS ITC is leveraging its strategic objectives which are: building awareness and improving the availability and use of trade intelligence; strengthening TISIs; enhancing policies for the benefit of exporting enterprises; building the export capacity of enterprises to respond to market opportunities; mainstreaming

inclusiveness and sustainability into trade promotion and export development policies;

WHEREAS ITC bases its integrated solutions around the following focus areas where the organization has a comparative advantage in: (1) providing trade and market intelligence; (2) building a conducive business environment; (3) strengthening TISIs; (4) connecting to international value chains; (5) promoting and mainstreaming inclusive and green trade; and (6) supporting regional economic integration and South-South links;

WHEREAS The Common Market for Eastern and Southern Africa – Leather and Leather Products Institute (hereinafter referred to as “COMESA/LLPI” or “Grantee”), with headquarters at Addis Ababa, Ethiopia established in 1990 is mandated to fulfill the industrial objective of COMESA regions specifically to support and develop the leather industries. ITC has previously developed the COMESA Regional Strategy for the Leather Value Chain between 2010-11 period.

**NOW, THEREFORE,** ITC and the Grantee (hereinafter collectively referred to as the "Parties", and each individually as a "Party") have agreed to the following:

### **Article 1. PURPOSE**

The purpose of this Memorandum of Understanding (hereinafter referred to as “MOU”) is to establish a framework of collaboration between ITC and COMESA/LLPI for SITA’s second year of implementation in relation to leather, by drawing on COMESA/LLPI’s unique strengths in mobilising its knowledge, members and partners across the targeted countries

### **Article 2. AREAS OF COOPERATION**

1. The Grantee undertakes to perform the activities listed below:

<b>Areas of Cooperation</b>	<b>Activities / Services</b>	<b>Outputs</b>
<b>1. Indian market exposure : Indian International Leather Fair, Chennai</b>	<ul style="list-style-type: none"> <li>- 1 LLPI expert attend Chennai Indian International Leather Fair B2B, with East African companies</li> <li>- Write up Report. Report has to include:               <ul style="list-style-type: none"> <li>o Price levels</li> <li>o Product varieties</li> <li>o Product standards</li> <li>o Indian market demands vis-à-vis other major markets</li> <li>o Potential partners for institutional linkages</li> <li>o Potential buyers (Indian and international) – with contact details</li> <li>o Recommendations for market access to India</li> </ul> </li> <li>- Draft submitted to SITA Leather Task Team Leader</li> <li>- Dissemination of report / key recommendations to COMESA membership via newsletter and other means.</li> <li>- Follow up communication with</li> </ul>	<p>Report on market opportunity in India for East African leather tanners written and disseminated of findings to COMESA membership</p> <p>Evidence of intention of building institutional partnership with Indian institutions (e.g. LOI, draft MOU)</p> <p>Target: 1 Report recommendations disseminated to a min. of 30 companies / 1 LOI or similar document indicating institutional cooperation</p> <p>Expected Completion: 28 February 2017</p>



	<p>Indian institutions and companies that have shown interest for future collaboration with COMESA LLPI Partnership with an Indian institution initiated.</p> <ul style="list-style-type: none"> <li>-</li> </ul>	
<b>2. E-learning course on leather standards</b>	<ul style="list-style-type: none"> <li>- Final review of content of e-learning course content. Feedback on content provided to SITA / ITC team.</li> <li>- Dissemination of e-learning course information and registration details to all COMESA members</li> <li>- 1 Article produced in Newsletter advertising e-learning course</li> <li>- Link to E-Learning Course made available on COMESA LLPI website</li> <li>- Participants registration names / details sent to SITA Leather Task Team Leader</li> </ul>	<p>Tannery technicians from COMESA countries, sign up for the E-learning Course on "Standards and Technical Requirements for the Leather Industry and their importance in International business"</p> <p>Target: min. of 30 technicians signed up for e-learning course</p> <p>Expected Completion: 31 March 2017</p>
<b>3. Investment Promotion</b>	<ul style="list-style-type: none"> <li>- Draft a long (25-30 pages) and a short version (4 pages) of investment profiles for Uganda, Kenya and Tanzania using the SITA provided templates and under the supervision of a SITA investment expert.</li> <li>- Follow up with national sector associations and investment agencies, to collect up to date data and narrative content.</li> <li>- Provide final draft for validation and formatting to SITA Leather Task Team Leader.</li> <li>- Final drafts uploaded to COMESA LLPI website</li> </ul>	<p>2 Sector investment profiles (1 long and 1 short version) for leather written for each of the following countries: Uganda, Kenya and Tanzania</p> <p>Target: 3 Long and 3 short investment profile documents in total.</p> <p>Expected Completion:</p> <ol style="list-style-type: none"> <li>1. Short profiles- 31 December, 2016.</li> <li>2. Long profiles- 31 March, 2017.</li> </ol>

2. ITC undertakes to perform the activities listed below:

- Organisation of participation at the Indian International Leather Fair, including institutional communication and logistical arrangements for east African participants.
- Facilitation of COMESA LLPI participation at the India International Leather Fair.
- Content and design development of the leather E-learning course.
- Technical guidance (Investment expert) to guide COMESA LLPI writers, on format and content coverage of the investment profiles.
- Overall supervisory inputs for the activities listed above.

### **Article 3. FINANCIAL PROVISIONS**

1. ITC will grant, under project A854/SB-002699, an amount up to a maximum of US\$ 20,800 (the "Grant") to the Grantee COMESA/LLPI, subject to the receipt of the corresponding funds allocated to the project from Department for International Development (UK), for provision of the services detailed under Article 2 above, in accordance with the budget and calendar of activities provided in the enclosed Annex I.

	<p>Indian institutions and companies that have shown interest for future collaboration with COMESA LLPI Partnership with an Indian institution initiated.</p> <ul style="list-style-type: none"> <li>-</li> </ul>	
<b>2. E-learning course on leather standards</b>	<ul style="list-style-type: none"> <li>- Final review of content of e-learning course content. Feedback on content provided to SITA / ITC team.</li> <li>- Dissemination of e-learning course information and registration details to all COMESA members</li> <li>- 1 Article produced in Newsletter advertising e-learning course</li> <li>- Link to E-Learning Course made available on COMESA LLPI website</li> <li>- Participants registration names / details sent to SITA Leather Task Team Leader</li> </ul>	<p>Tannery technicians from COMESA countries, sign up for the E-learning Course on "Standards and Technical Requirements for the Leather Industry and their importance in International business"</p> <p>Target: min. of 30 technicians signed up for e-learning course</p> <p>Expected Completion: 31 March 2017</p>
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2. The following payment schedule is applied:

Upon signature of MOU: 30 % (US\$ 6240)

Second payment: 20% (US\$ 4160) upon certified completion of tasks linked to Outputs 1 and submission of 3 short investment profiles (linked to Output 3) (see Annex I).

A third and final payment of 50% (US\$10,400) will be paid after completion of activities to the satisfaction of ITC and receipt of an extended report of the activities including statistical data and ITC performance indicators and outputs, approved by the Certifying Officer of ITC and receipt of a statement of expenditures with original invoices certified by the Chief Financial Officer of the Grantee or the equivalent. The Chief Financial Officer of the Grantee or the equivalent shall also certify that the expenditures were incurred within the grant period as defined in Article 7 (Duration).

3. All payments are subject to ITC's acceptance and approval of the work performed, documents received and the work may also be subject to additional review and evaluation. Payments may be adjusted or recovered based on the results of such review.

4. ITC shall deposit all payments to the Grantee's bank account as specified in Annex II containing the banking information.

5. Under no circumstances may the Grant referred to in paragraph 1 above be exceeded, unless agreed upon by the Parties through an amendment to the MOU. ITC shall accept no liability for expenses not reflected in the budget.

6. Upon expiration or termination of this MOU as referred to in Article 7 (Duration), the Grantee shall return to ITC any unspent balance within thirty (30) days, unless otherwise agreed in writing by ITC.

7. ITC will cover staff costs for supervision, technical and administrative support and travel cost of COMESA LLPI to participate in events

#### **Article 4. MONITORING, EVALUATION AND REPORTING**

1. The Grantee shall implement the activities set forth in this MOU with all the diligence and efficiency required, in full compliance with the provisions of this MOU.

2. The Grantee shall take appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the implementation of this MOU. To that effect, the Grantee undertakes to ensure that (i) no public official will be promised, offered or given, directly or indirectly, by or for the Grantee, any undue advantage of any nature, as a result of which the official would act or refrain from acting in the exercise of his or her official duties; and (ii) it will refrain from establishing contractual relationships with persons, groups or entities which are the subject of measures or sanctions adopted by the Security Council of the United Nations in the context of the fight against financing of terrorism.

3. The Grantee shall be responsible for monitoring and reporting to ITC on the progress of activities funded by ITC, including the use and application of the Grant received from ITC in regard to such activities. The cost of reporting shall be borne by

the Grantee. In particular, the Grantee shall report to ITC on the following outputs of the project:

Indian International Leather Fair Participation:

- List of east African companies / COMESA LLPI members that have received Indian Market Opportunities Report and/or recommendations derived from the mission.
- List of Indian Institutions and companies with whom COMESA LLPI has maintained contact following the Leather Fair participation
- Draft LOI or MOU with an Indian institution

E-learning course:

- List of east African companies / COMESA LLPI members that have received email communication / newsletter on the e-learning course.
- List of companies that have shown interest and / or have already subscribed on the e-learning course.

Investment Promotion:

- List of any national, regional or international institutions or companies that have contacted COMESA LLPI in reference to – or as a result of investment profiles.

4. ITC shall regularly monitor and review its projects, including activities under this MOU, and evaluate the results of the implementation of geographic, sectoral and thematic programmes, where appropriate by means of independent external evaluations in order to ascertain whether the objectives have been met and enable it to formulate recommendations with a view to improving future operations and activities.

**Article 5. VISIBILITY**

1. The Grantee acknowledges and agrees that ITC, in its sole discretion, may provide appropriate acknowledgement concerning the Parties' collaboration under this MOU and therefore publish in any form and medium, including on its web site the name of the Grantee and the purpose of the present cooperation.

2. All publications by the Grantee pertaining to the cooperation that have received support from ITC, in whatever form and whatever medium, including the internet, shall carry the following or a similar disclaimer: "*This document has been produced with the financial assistance and/or support of the International Trade Centre (ITC). The views expressed herein can in no way be taken to reflect the official opinion of the ITC.*"

3. Grantee shall not, in any manner whatsoever, use the name, emblem or official seal of ITC, or any abbreviation of the name of ITC in connection with its business or otherwise without the prior written permission of ITC. Under no circumstances shall authorization be provided to use the name, emblem or official seal of ITC, or any abbreviation of the name of ITC, for commercial or profit purposes.

4. Grantee shall not make any announcement or issue press releases in connection with the existence or subject matter of this MOU without first obtaining the written permission of ITC.



**Article 6. LICENSE**

Any tools, methodologies, documents or other materials (the "MOU Materials") distributed or rendered accessible as the case may be by ITC to the Grantee in the framework of this MOU are provided free of charge to the Grantee on a non-exclusive basis as a means to ensure timely implementation of activities under the project and technical work on a non-commercial basis, uniquely for use of the Grantee. Access to or use of the MOU Materials for other purposes is strictly prohibited without ITC prior written consent. The Grantee by signing this MOU acknowledges and agrees that all rights, title and interests in and to the MOU Materials, including without limitation the copyright to the MOU Materials and all intellectual property rights therein, belong to and are possessed or owned by ITC and that ITC retains the right to make such use of the MOU Materials as it may consider necessary in its sole discretion. The Grantee shall therefore refrain from attributing in any manner whatsoever the MOU Materials or any portion thereof to itself or to any person or entity other than ITC.

**Article 7. DURATION**

1. This MOU shall become effective upon signature by both Parties, until 30 June 2017, on the understanding that either Party is at liberty to terminate it at any time, after furnishing to the other Party a notice of termination, in writing, thirty (30) days in advance of the date on which the Party furnishing such notice wishes to have the MOU terminated.

2. Without prejudice to the foregoing, the Parties shall use their reasonable efforts to ensure that such termination shall not be prejudicial to any of the activities or programmes undertaken within the framework of the MOU at the time of the termination notice.

**Article 8. AMENDMENT**

This MOU, including the Annexes, may be amended or supplemented only by written agreement of the Parties, signed by their duly authorized representatives.

**Article 9. STATUS OF ANNEXES**

The Annexes form an integral part of the MOU. Any reference to this MOU includes the Annexes.

**Article 10. LIABILITY**

1. ITC shall neither be liable for any damage sustained by the Grantee in the implementation of the MOU nor for any act or default on the part of the Grantee in the implementation of the MOU.

2. The Grantee must indemnify, hold and save harmless, and defend, at its own expense, ITC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Grantee, or the Grantee's employees, officers, agents or sub-contractors, in the implementation of this MOU.

This provision shall extend, *inter alia*, to claims and liability in the nature of worker compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Grantee, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination or expiration of this MOU.

3. The Grantee shall be responsible for and deal with all claims brought against it by its own personnel.

#### **Article 11. CONTACTS AND NOTICES**

1. Any communication, request or notices with respect to this MOU shall identify the project reference number, the nature and details of the request or communication and be submitted to the following addresses:

For ITC: International Trade Centre  
Mr. Xuejun Jiang  
Chief, Office for Asia and the Pacific (OAP)  
Palais des Nations, 1211 Geneva 10, Switzerland

For the Grantee: COMESA/LLPI  
Mr. Mwinyihija Mwinyikione  
Executive Director  
Akaki Kality,  
P.O. Box 2358 Code 1110,  
Addis Ababa, Ethiopia

2. Unless otherwise specified, all communications between the Parties should be between the above representatives.

#### **Article 12. GENERAL CONDITIONS**

The Grantee, by accepting this MOU, accepts that the funds be used in accordance with the "General Conditions for ITC Grants" attached as Annex III

#### **Article 13. ENTIRE AGREEMENT**

This MOU contains and constitutes the entire agreement and understanding of the Parties concerning the subject matter hereof and supersedes any and all prior or other representations, communications, understandings, agreements and proposals, whether written or oral, by and between the Parties on this subject.

#### **Article 14. GLOBAL COMPACT PRINCIPLES**

The MOU is undertaken within the policy framework for cooperation between United Nations organizations and its subsidiary organs with the private sector and civil society that has been established by the Secretary-General of the United Nations as part of his program of reform. In accordance with the United Nations Global Compact<sup>1</sup>, the Grantee, by accepting this Grant, confirms that it is not

<sup>1</sup> <http://www.unglobalcompact.org>.



complicit in human rights abuses, it does not tolerate forced or compulsory labour or the use of child labour, it is not involved in the sale or manufacture of anti-personnel mines or their components, is committed to the protection of the environment, and works against all forms of corruption, including extortion and bribery.

#### **Article 15. ITC LEGAL STATUS**

ITC is a joint subsidiary organ of the World Trade Organization and the United Nations and enjoys privileges and immunities as granted under the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946. The Grantee's agents or employees shall not be considered in any respect as being officials or staff members of the ITC.

#### **Article 16. LEGAL STATUS OF THE GRANTEE (COMESA/LLPI)**

The Grantee represents and warrants to ITC that (i) it is regional inter-governmental body with legal personality, as an autonomous Chartered institute, governed under the COMESA Secretariat and endorsed by 17 Heads of States; (ii) it has the power and authority to enter into and perform the obligations to be assumed by the Grantee under this MOU; (iii) it has taken all necessary internal steps to authorize the execution, delivery and performance of this MOU; and (iv) that the entering into, execution, and performance by the Grantee of the activities set out in Article 2, paragraph 1 of this MOU do not violate any law or regulation applicable to the Grantee or its constitutive documents; and (v) that the signatory of the Grantee has full power and authority to sign individually this MOU in the name and on behalf of Grantee.

#### **Article 17. NO WAIVER**

Any waiver or excuse by a Party of a breach of a provision of this MOU will not operate or be construed to be a waiver or excuse of any other breach of that provision or of any breach of any other provision of this MOU. A failure or a delay by a Party to insist upon strict adherence to any term of this MOU will not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this MOU. Any waiver must be in writing and signed by the Party giving the waiver or excuse.

#### **Article 18. SETTLEMENT OF DISPUTES**

1. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the MOU or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (hereinafter referred to as "UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

2. Any dispute, controversy, or claim between the Parties arising out of the MOU or the breach, termination, or invalidity thereof, unless settled amicably under paragraph 1. of this Article above, within sixty (60) days after receipt by one Party of

the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the MOU, order the termination of the MOU, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the MOU, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures") and Article 34 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the MOU, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

3. Nothing in or relating to this MOU shall constitute nor imply the waiver by the ITC of any of its privileges and immunities.

**IN WITNESS HEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed two (2) originals of this MOU in English at the place and on the day below written.

At Addis Ababa, on 19/12/2016

At Geneva, on 7 December 2016


For and on behalf of COMESA LLPI:

For and on behalf of the International Trade Centre:

  
.....  
**Mwinyikione Mwinyihija**  
Executive Director



  
.....  
**Ashish Shah**  
Director  
Division of Country Programmes





## ANNEX I

### BUDGET

Areas of Cooperation	Activities / Services	Outputs	Expected Completion	Cost (in \$US)
<b>1. Indian market exposure : Indian International Leather Fair, Chennai</b>	<ul style="list-style-type: none"> <li>- 1 LLPI expert attend Chennai Indian International Leather Fair B2B, with East African companies</li> <li>- Write up Report. Report to include:               <ul style="list-style-type: none"> <li>o Price levels</li> <li>o Product varieties</li> <li>o Product standards</li> <li>o Indian market demands vis-à-vis other major markets</li> <li>o Potential partners for institutional linkages</li> <li>o Potential buyers (Indian and international) – with contact details</li> <li>o Recommendations for market access to India</li> </ul> </li> <li>- Draft submitted to SITA Leather Task Team Leader</li> <li>- Dissemination of report / key recommendations to COMESA membership via newsletter and other means.</li> <li>- Follow up communication with Indian institutions and companies that have shown interest for future collaboration with COMESA LLPI</li> <li>- Partnership with an Indian institution initiated.</li> </ul>	<p>Report on market opportunity in India for East African leather tanners written and disseminated of findings to COMESA membership</p> <p>Evidence of intention of building institutional partnership with Indian institutions (e.g. Letter of Intent (LOI), draft MOU)</p> <p>Target: 1 Report recommendations disseminated to a min. of 30 companies; 1 LOI or similar document indicating institutional cooperation</p>	28 February, 2017	2600 USD
<b>2. E-learning course on leather standards</b>	<ul style="list-style-type: none"> <li>- Dissemination of e-learning course information and registration details to all COMESA members</li> <li>- 1 Article produced in Newsletter advertising e-learning course</li> <li>- Link to E-Learning Course made available on COMESA LLPI website</li> <li>- Participants registration names / details sent to SITA Leather Task Team Leader</li> </ul>	<p>Tannery technicians from COMESA countries, sign up for the E-learning Course on “Standards and Technical Requirements for the Leather Industry and their importance in International business”</p> <p>Target: min. of 30 technicians signed up for e-learning course</p>	31 March, 2017	200 USD

<b>3. Investment Promotion</b>	<ul style="list-style-type: none"> <li>- Draft a long (25-30 pages) and a short version (4 pages) of investment profiles for Uganda, Kenya and Tanzania using the SITA provided templates and under the supervision of a SITA investment expert</li> <li>- Follow up with national sector associations and investment agencies, to collect up to date data and narrative content.</li> <li>- Provide final draft for validation and formatting to SITA Leather Task Team Leader.</li> <li>- Final drafts uploaded to COMESA LLPI website</li> </ul>	<p>2 Sector investment profiles (1 long and 1 short version) for leather written for each of the following countries: Uganda, Kenya and Tanzania</p> <p>Target: 3 Long and 3 short investment profile documents in total.</p>	<p>Short (4 page) investment profiles – submitted by 31 December, 2016</p> <p>Long (25-30 page) investment profiles submitted by 31 March, 2017</p>	<p>18,000 USD</p>
<b>Total Budget: 20,800 USD</b>				



**ANNEX II**

**BANKING INFORMATION**

*(Strictly confidential)*

Grantees are advised that ITC payments are effected, via the United Nations, by direct bank transfer to a valid bank account in the beneficiary's name. **Please note that payment cannot be made to a Third Party Bank Account, but only to the account of the Grantee.** If you do not have a bank account, we would request that one be opened for that purpose. You are kindly requested to provide us with the following information pertaining to your bank account:

<b>BENEFICIARY:</b>		
<b>Name of account holder:</b> <i>COMESA-Leather and Leather Products Institute</i>		
<b>Address:</b> <i>Ataki-kality Sub-city P.O. Box 2358 Code 1110 Addis Ababa, Ethiopia</i>	<b>Tel. No.</b> <i>725114390228</i>	
	<b>IMIS Index No.</b>	
<b>BANK:</b>		
<b>Bank name:</b> <i>Commercial Bank of Ethiopia, International Banking Division</i>		
<b>Address of bank:</b> <i>P.O. Box 255, Addis Ababa, Ethiopia</i>		
<b>Bank ID number:</b> (National)	<input type="text"/>	<b>Bank SWIFT code:</b> <i>CBETETAA</i>
<b>Account number</b>	<i>1000001091151</i>	<b>Currency of bank account:</b> <i>USD</i>
<b>International bank account number: IBAN</b>	<input type="text"/>	
<b>Routing instructions:</b> <small>If required (see instruction )</small>	<b>Pay through 1</b>	<b>Pay through 2</b>
<b>Swift code</b>		
<b>Bank name</b>		
<b>Bank address</b>		
<b>Routing Code/Bank Code</b>	-	

**(REMINDER: It is important to indicate complete bank details to enable ITC to efficiently transfer funds to your accounts. Different countries have different bank codes. Example: USA- 9 digit ABA, UK- 6 digit Sort Code, Germany-8 digit BLZ, Austria- 5 digit BLZ, Australia- 6 digit BSB, France- 23 digit a/c no., Canada- 8 digit Transit No., Italy-CAB/ABI. Any bank charges incurred by ITC due to errors in the above provided details are to be borne by the payee. Therefore, please ensure that the bank account information is absolutely precise.)**

Date: 19/12/2016 Signature of Beneficiary: 

## ANNEX III

### GENERAL CONDITIONS FOR ITC GRANTS

#### 1. Confidential nature of documents and information

- (a) The Grantee undertakes to treat in the strictest confidence any information that is deemed confidential and commercially sensitive by the International Trade Centre (ITC).
- (b) It is understood that the Grantee will not communicate to any other person or any entity any unpublished maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents, software products and all other data compiled by or received by the Grantee under the Memorandum of Understanding (MOU), except upon authorization by ITC. The obligation will survive the end, discharge, termination or cancellation of the MOU.

#### 2. Status of the Grantee and relationship of the parties

- (a) The MOU does not create any employer/employee, agency, joint venture or partnership relationship between the Grantee and ITC. Any person assigned by the Grantee to perform services under the MOU shall remain in the employment of the Grantee. Except, as expressly set forth in the MOU, neither party shall have the authority to act on behalf of or bind the other party in any way.
- (b) Unless otherwise provided for in the MOU, ITC shall not be liable for claims of any kind in connection with the performance of such services. The Grantee and its employees shall conform to all applicable laws, regulations, and ordinances promulgated by legally constituted authorities of the country or countries in which the MOU is to be performed.

#### 3. Grantee's responsibility for employees

The Grantee shall be responsible for the professional and technical competence of its employees and will select for work under the MOU reliable individuals who will perform effectively in the implementation of the MOU, comply with the laws of the country or countries in which the MOU is to be performed, respect the local customs and conform to a high standard of moral and ethical conduct.

#### 4. Removal of personnel

Upon written request by ITC, the Grantee shall withdraw from the assignment any personnel provided under the MOU and shall replace such personnel by others acceptable to ITC, if ITC so requests. Such requests for withdrawal or replacement shall not be considered as termination in part or in whole of the MOU under the provisions of Condition 11 of the General Conditions.

#### 5. Assignment

The Grantee shall not assign, transfer, pledge or make other disposition of the MOU or any part thereof or any of the Grantee's rights, claims or obligations under the MOU except with the prior written consent of ITC.

#### 6. Subcontracting

In the event the Grantee requires the services of subcontracts, the Grantee shall obtain the prior written approval and clearance of ITC for all subcontractors. The approval of ITC of a subcontractor shall not relieve the Grantee of any of its obligations under the MOU and the terms of any subcontract shall be subject to and be in conformity with the provisions of the MOU and these general conditions, although the contractual relationship of the subcontractor will remain exclusively with the Grantee.

#### 7. Non-employment of staff



The Grantee shall not, while the MOU is in effect, employ or consider the employment of ITC employees without the prior written approval of ITC. ITC shall act likewise with regard to the staff of the Grantee.

**8. Officials not to benefit**

The Grantee warrants that no official of ITC has been or shall be admitted by the Grantee to any direct or indirect benefit arising from the MOU or the award thereof.

**9. Conflict of interest**

- (a) The Grantee warrants that at the time of signing the MOU no conflict of interest exists or is likely to arise in the performance of its obligations under the MOU.
- (b) If a conflict of interest arises or appears likely to arise during the duration of the MOU, the Grantee shall:
  - (i) immediately notify ITC;
  - (ii) make full disclosure of all relevant information relating to the conflict; and
  - (iii) take such steps as ITC reasonably requires to resolve or otherwise deal with the conflict.
- (c) The Grantee's employee conduct may not foster any suspicion of conflict between professional duty and personal interest.
- (d) The Grantee warrants that none of his employees will solicit or accept, directly or indirectly, any gift, favour, entertainment, loan or anything of monetary value from vendors or potential vendors.
- (e) Bids may not be solicited from, and contracts may not be awarded to, any company that is owned, controlled or actively influenced by any of the Grantee's employees or by a close relative of the Grantee's employee.
- (f) The Grantee warrants that vendors will not participate in developing or drafting specifications for goods or services for which they subsequently submit an offer or proposal.

**10. Ownership of equipment, supplies and other property**

Without prejudice to Condition 13, ownership of equipment, supplies and other property financed by the Grant shall vest in the Grantee at the conclusion of the MOU. Matters relating to the transfer of ownership by Grantee to other beneficiaries shall be determined in accordance with its applicable policies and procedures.

**11. Force majeure, other changes in conditions**

- (a) In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the MOU. The affected Party shall also notify the other Party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the MOU. Not more than thirty (30) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the MOU.
- (b) If the Grantee is rendered permanently unable, wholly, or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the MOU, ITC shall have the right to suspend or terminate the MOU on the same terms and

conditions as are provided for in Condition 12, except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, ITC shall be entitled to consider the Grantee permanently unable to perform its obligations under the MOU in case the Grantee is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

- (c) *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Grantee.

## **12. Suspension and termination**

- (a) ITC shall be entitled by notice to the Grantee to suspend in whole or in part the disbursement of funds to the Grantee or, on account of subsequently discovered evidence, may nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect ITC from loss under the MOU on account of:
  - (i) Failure to carry out any obligation of the Grantee under the MOU;
  - (ii) Any other condition within the control of the Grantee which interferes, or threatens to interfere with the successful performing of the work hereunder or the accomplishment of the purpose thereof.
- (b) If any condition referred to in (a) above shall continue for a period of fourteen (14) days or such other time as ITC may allow for the remedy thereof, ITC at its option, may terminate the MOU by giving notice of termination.
- (c) In the event that ITC shall so terminate the MOU, the Grantee shall be liable to compensate ITC for any prejudice or loss as a result of the conditions set forth in (a) above.
- (d) Notwithstanding the provisions of paragraphs (a), (b) and (c) above, ITC may also terminate the MOU upon not less than thirty (30) days' written notice of termination to the Grantee.
- (e) Upon receipt of notice of termination, the Grantee shall take immediate steps to bring the work and services to a close in a prompt and orderly manner and to reduce expenditures for the purpose to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination.
- (f) In the event the Grantee does not receive payments within thirty (30) days following the due dates, the Grantee shall promptly notify ITC and if not received within fifty (50) days after such notice, the Grantee may, without liability, terminate the MOU and recall their personnel.
- (g) Upon termination of the MOU pursuant to the provisions of paragraphs (d) and (f) no payment shall be due to the Grantee except for work and services satisfactorily performed in conformity with the express terms of the MOU, for the cost of repatriation of the Grantee's personnel and other eligible dependents, for expenses necessary for the prompt and orderly termination of the work and services, and for the cost of such urgent work as is essential and as the Grantee is asked by ITC to complete.

## **13. Copyright, patents and other proprietary rights**

- (a) ITC shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Grantee has developed for ITC under the Grant and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the implementation of the MOU, and the Grantee agrees that such products, documents and other materials constitute works made for hire for ITC.



- (b) At ITC's request, the Grantee shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to ITC in compliance with the requirements of the applicable law and of the MOU.
- (c) Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Grantee under the MOU shall be the property of ITC, shall be made available for use or inspection by ITC at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to ITC authorized officials on completion of activities under the MOU.

#### **14. Workmen's compensation and other insurance**

The Grantee is responsible for adhering to all existing national laws including those related to workmen's compensation and insurance, to cover claims for personal injury or death with respect to its employees and third party claims for death or bodily injury, or loss for or damage to property arising from activities in connection with the MOU or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Grantee or its agents, servants, employees or sub-contractors performing work or services in connection with the MOU. The Grantee shall, upon request, provide ITC with satisfactory evidence of the insurance required under this Condition.

3. The Grantee must maintain:

- a) Insurance against all risks in respect of its property and any equipment used for the implementation of the activities under the MOU.
- b) All appropriate worker compensation and employer liability insurance, or its equivalent, with respect to its personnel to cover claims for injury, illness, death or disability in connection with the agreement.
- c) Liability insurance in an adequate amount to cover claims including but not limited to claims for death or bodily injury, loss of or damage to property arising from or in connection with the implementation of activities or provision of services under the MOU, or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Grantee or its personnel performing activities or services in connection with the MOU.

4. The insurance policies specified in the paragraph above shall:

- a) Name ITC as additional insured;
  - b) Include a waiver of subrogation of the Grantee's insurers rights against ITC;
  - c) Provide that ITC shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- d. The Grantee shall provide ITC with certificates of insurance evidencing the above coverage prior to the commencement of the project. ITC reserves the right, upon written request to the Grantee, to obtain copies of any insurance policies required to be maintained by the Grantee under the MOU.
- f. All policies shall be primary without right of contribution from any other insurance which may be carried by ITC.

#### **15. Tax**

The Grantee shall be responsible for the payment of any taxes and customs duties arising out of the MOU.

#### **16. Observance of the law**

The Grantee shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the MOU.

#### **17. Security**

The Grantee is fully responsible and accountable for ensuring appropriate security arrangements for its agents or employees who will be working and travelling under the terms of the MOU and for assuring the appropriate security arrangements in the country or countries in which activities under the MOU are performed.

**18. Source of instructions**

The Grantee shall neither seek nor accept instructions from any authority external to ITC in connection with the performance of his services under the MOU. The Grantee shall refrain from any action that may adversely affect ITC and shall fulfil its commitments with fullest regard for the interest of ITC.

**19. Use of name, emblem or official seal**

Unless authorized in writing by ITC, the Grantee shall not advertise or otherwise make public the fact that it is performing, or has performed, services for ITC or one of its parent organizations, WTO or UNCTAD, or use the name, emblem or official seal of ITC or one of its parent organizations or any abbreviation of the name of ITC or one of its parent organizations for advertising purposes or for any other purposes, except as stipulated under the Article entitled "Visibility" of the MOU.

**20. Prohibition of sexual exploitation and sexual abuse**

- (a) In signing the MOU, Grantee accepts to take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Grantee to perform any services under the MOU. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Grantee shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Grantee acknowledges and agrees that the provisions hereof constitute an essential term of the Grant agreement and that any breach of these provisions shall entitle ITC to terminate the MOU immediately upon notice to the Grantee, without any liability for termination charges or any other liability of any kind.
- (b) ITC shall not apply the foregoing standard relating to age in any case in which the Grantee's personnel or any other person who may be engaged by the Grantee to perform any services under the MOU is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Grantee's personnel or such other person who may be engaged by the Grantee to perform any services under the MOU.

**21. Anti-Terrorism Measures**

Consistent with numerous United Nations Security Council Resolutions, including S/RES/1269 (1999) ([http://www.undemocracy.com/S-RES-1269\(1999\).pdf](http://www.undemocracy.com/S-RES-1269(1999).pdf)), S/RES/1368 (2001) ([http://www.undemocracy.com/S-RES-1368\(2001\).pdf](http://www.undemocracy.com/S-RES-1368(2001).pdf)), and S/RES/1373 (2001) ([http://www.undemocracy.com/S-RES-1373\(2001\).pdf](http://www.undemocracy.com/S-RES-1373(2001).pdf)), the Grantee is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Grantee shall undertake to make reasonable efforts to ensure that none of the funds provided under the Grant are used to provide support to individuals or entities associated with terrorism.