



MEMORANDUM OF UNDERSTANDING

between

**USDA Kenya Semi-Arid Livestock Enhancement Support
(K-SALES)**

and

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

in connection with

**Establishing Collaborative Activities to Create a More Inclusive,
Competitive and Efficient Livestock Sector in Kenya's Semi-arid
Regions by Building the Technical and Business Capacity of
Value Chain Actors**

June 2014

A blue ink signature, likely of a representative from the USDA Kenya Semi-Arid Livestock Enhancement Support (K-SALES).

A blue ink signature, likely of a representative from COMESA – Leather and Leather Products Institute (COMESA/LLPI).

M.1 THE MEMORANDUM OF UNDERSTANDING (MoU)

M.1.1. THIS Memorandum of Understanding (MoU) made and entered into on this - ---- day of ----, Two thousand and fourteen between USDA Kenya Semi-Arid Livestock Enhancement Support (K-SALES) having its registered office at P.O. Box 45006 G.P.O 00100, Nairobi, Kenya (hereinafter called **K-SALES**) which expression shall where the context so admits include its successors and permitted assignees on 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.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 assignees on 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 the Kenya Semi-Arid Livestock Enhancement Support, hereinafter K-SALES, is working to address the challenges of Agropastoralists living in Kenya's semi-arid regions through a Food for Progress initiative funded by the **United States Department of Agriculture (USDA)**.

M.2.3 WHEREAS both **K-SALES** and **COMESA/LLPI** are convinced of the mutual benefits of undertaking collaborative activities between the two organizations for the benefit of Kenyan livestock-dependent households (hereinafter called **ACTIVITY**).

M.2.4 WHEREAS both **K-SALES** and **COMESA/LLPI** have agreed in this connection to enter into this umbrella MoU to record the mutual intention of extending mutual cooperation with 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:

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 envisions 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 Kenya. The MoU shall serve as the basis for the various leather and leather products development activities by providing training in post-harvest handling and processing, and developing the business capacity of cooperatives and industry associations to be undertaken jointly by K-SALES and COMESA/LLPI.

M.4 DEFINITIONS/ACRONYMS

M.4.1 “ **K-SALES** ” means Kenya Semi-Arid Livestock Enhancement Support

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 K-SALES and/or COMESA/LLPI and other institutions that mutually agreed to by both parties

M.5 GENERAL RESPONSIBILITIES OF COMESA/LLPI & K-SALES and AREAS OF COOPERATION

M.5.1 **K-SALES** 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.

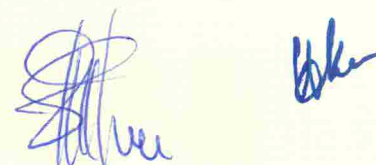
M.5.2 **COMESA/LLPI** shall give due consideration to **K-SALES** requests for technical support for the goals and objectives of **K-SALES** in the development of Agro-pastoralists living in Kenya’s semi-arid Regions through targeting key value chain points

M.5.3 **K-SALES** and **COMESA/LLPI** shall prepare feasible projects, programmes and activities, jointly, for sustained development of Agro-pastoralists living in Kenya’s semi-arid regions and mobilize resources for their implementation.

M.5.4 **K-SALES** and **COMESA/LLPI** will cooperate in the areas of research, training, technology transfer, consultancy, exchange of programs and development of SMEs, preferably with written protocols and agreements.

M.5.5 **K-SALES** and **COMESA/LLPI** will give due consideration to consultancy and extension services in the leather sector and other cross-cutting issues. The Basis of each consultancy will be determined according to the specific required activity.

- M.5.6** **K-SALES** and **COMESA/LLPI** will concert and coordinate their efforts in the areas of information collection, analysis and dissemination of activities for the purpose of Capacity Building and/or Consultancy in the following fields:
- a. Market information
 - b. Human resource
 - c. New and indigenous technology
 - d. Any other areas of interest to the livestock/leather sector
- M.5.7** **K-SALES** 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** **K-SALES** 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 **K-SALES** or **COMESA/LLPI** may call for the cooperation and participation of the other Party.
- M.5.10** **K-SALES** 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 parties shall participate in this action and shall specify the financial commitment, if any, that each is to assume.
- M.5.11** **K-SALES** 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 **K-SALES** and **COMESA/LLPI**, and joint programmes and projects established and implemented between them.
- M.5.12** **K-SALES** and **COMESA/LLPI** will concert their efforts to obtain the best use of livestock and 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** **K-SALES** and **COMESA/LLPI**, through their designated officials, shall make appropriate administrative arrangements to ensure effective cooperation and liaison between the two Parties.
- M.5.14** **K-SALES** and **COMESA/LLPI**, through their designated officials, shall consult with each other upon matters arising out of the present Agreement.
- M.5.15** **K-SALES** 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 **K-SALES** and **COMESA/LLPI** shall coordinate activities that are jointly undertaken in pursuit of the objectives of the MoU.

M.6 RESPONSIBILITIES OF K-SALES

M.6.1 **K-SALES** shall execute and document activities that are undertaken in pursuit of the objectives of the MoU.

M.6.2 **K-SALES** shall maintain database of information, records and activities related to the objectives of this MoU.

M.6.3 **K-SALES** shall provide required support to **COMESA/LLPI** for successful implementation of joint projects, programmes and activities for sustained sectoral development.

M.6.4 **K-SALES** 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 endeavor to build capacity for African countries at various levels within the leather value chain.

M.7.2 **COMESA/LLPI** shall provide required support to **K-SALES** for successful implementation of joint projects, programmes and activities for sustained leather sector development in Kenya.

M.7.3 **COMESA/LLPI** shall coordinate meetings, document activities and maintain database of information and activities jointly undertaken in Kenya.

M.7.4 **COMESA/LLPI** shall enhance its mandated leather sector development activities in the **COMESA** Region in general and in Kenya in particular 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 the 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 the member States in the Region in general and in Kenya in particular.

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 and leather products sector in COMESA member countries in general and in Kenya in particular.

M.8 EFFECTIVE DATE, DURATION AND TERMINATION OF MoU

M.8.1 The MoU shall be effective for three 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, the 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 **K-SALES** jointly. The sharing of IP shall be governed by a separate MoU.

M.9.2 Any publication emerging from the activities covered under this MoU shall be made jointly by **COMESA/LLPI** and **K-SALES** and shall bear the names of the authors who 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 hereof the Parties hereto have signed this MoU on the date, month and year mentioned herein under.

For and on behalf of
K-SALES

Signature

Name: IGNATIUS G KATHU

Designation:

CHEIF OF PARTY.

Seal

K-SALES

Witnesses (Name & Address)
LAND 'O' LAKES INC.
P.O. Box 14500
NAIROBI

1. Nancy Amayo
[Signature]
K-SALES

2. NDAVI MUIA
[Signature]
K-SALES

Date: 9th July, 2014

For and on behalf of
COMESA/LLPI

Signature

Name:

Dr. Mwinyikione Mwinyihija

Designation: Executive Director
COMESA/LLPI

Seal

Witnesses (Name & Address)

1. Prof. Mekonnen Hailemariam
COMESA/LLPI

2. Zewdu Kebede
COMESA/LLPI
[Signature]

Date: 02/07/2014

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