

Memorandum of Understanding

This agreement is signed between

Korean Institute of Footwear and Leather Technology

hereinafter called KIFLT

And

COMESA – Leather and Leather Products Institute
hereinafter called COMESA/LLPI

The two parties agreed on the following points

ARTICLE I

DEFINITIONS/ACRONYMS

1. “KIFLT” means Korean Institute of Footwear and Leather Technology
2. “COMESA/LLPI” means the Common Market for Eastern and Southern Africa – Leather and Leather Products Institute
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
4. IP means Intellectual Property
5. SMES means Small and Medium Enterprises
6. “MoU” means Memorandum of Understanding
7. “Party” or “Parties” refer to the KIFLT and/or COMESA/LLPI and other institutions that mutually agreed to by both parties

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ARTICLE II PURPOSE

This Memorandum of Understanding establishes the guidelines for collaboration between KIFLT and the COMESA/LLPI in the development of the leather industry in the COMESA Region.

ARTICLE III OBJECTIVES

It is envisioned that the Parties will work together to develop the mechanisms 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 activities of the leather industry to be undertaken jointly by KIFLT and COMESA/LLPI.

ARTICLE IV AREAS OF COOPERATION

The parties shall cooperate in the following fields:

1. KIFLT 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.
2. KIFLT shall give due consideration to COMESA/LLPI requests for technical support for the goals and objectives of the same (the Institute) in the development of leather industry in the COMESA Region.
3. COMESA/LLPI, shall endeavor to build capacity for African countries at various levels within the leather value chain.
4. Both parties 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.
5. The two Institutes 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

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- 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
6. KIFLT and COMESA/LLPI will concert and coordinate their efforts in the areas of information collection, analysis and dissemination of activities in the following fields:
- i. Market information
 - ii. Human resource
 - iii. New and indigenous technology
 - iv. Research and Development
 - v. Any other areas of interest to the leather sector

**ARTICLE V
MUTUAL CONSULTATIONS**

1. When circumstances so require, KIFLT 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.

**ARTICLE VI
RECIPROCAL REPRESENTATION**

1. Both parties shall be represented at special sessions organized by either party and at technical conference or meetings, related to the leather sector, at which questions of mutual interest are at stake.

**ARTICLE VII
MEETINGS**

1. KIFLT 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.
2. In appropriate cases, meetings convened by either KIFLT or COMESA/LLPI may call for the cooperation and participation of the other party.

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**ARTICLE VIII
JOINT ACTION**

1. KIFLT 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.
2. KIFLT 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.

**ARTICLE IX
ASSISTANCE IN TECHNICAL, FINANCIAL, RESEARCH AND OTHER RELATED
FIELDS**

1. Joint requests for technical, financial or other leather sector developmental support, to either KIFLT or COMESA/LLPI, from regional and International funding bodies, may be the subject of consultations between the two Parties.
2. Joint studies may be undertaken by KIFLT and COMESA/LLPI, and joint programmes and projects established and implemented between them.

**ARTICLE X
STATISTICAL EXCHANGE AND DISSEMINATION OF LEGISLATIVE
INFORMATION AND DOCUMENTS**

1. KIFLT 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.
2. KIFLT 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.

**ARTICLE XI
PARTIES RESPONSIBILITIES**

A. KIFLT Responsibilities

1. Coordinate and document activities that are undertaken jointly in pursuit of the objectives of the MoU.
2. Maintain database of information, records and activities related to the objectives of this MoU.

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3. Provide required technical support to COMESA/LLPI for successful implementation of joint projects, programmes and activities for sustained sectoral development.
4. Coordinate meetings and reporting activities undertaken jointly in pursuit of this MoU.
5. Support COMESA/LLPI in resource mobilization activities in the leather sector.

B. COMESA/LLPI Responsibilities

1. Prepare feasible projects, programmes and activities for sustained leather industry development in COMESA Region and mobilize resources for their implementation.
2. Provide required support to KIFLT for successful implementation of joint projects, programmes and activities for sustained leather development in COMESA Region.
3. In relation to this MoU, coordinate meetings, document activities and maintain database of information and activities jointly undertaken in the leather industry development of the Region.
4. In particular, in cooperation with and support of KIFLT, 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.

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With specific details of promotion, provision, initiation, coordination, organization, preparation and implementation of these activities for the benefit of member States in the Region.

ARTICLE XII ADMINISTRATIVE ARRANGEMENTS

KIFLT and COMESA/LLPI, through their designated officials, shall make appropriate administrative arrangements to ensure effective cooperation and liaison between the two Parties.

ARTICLE XIII IMPLEMENTATION OF AGREEMENTS

1. KIFLT and COMESA/LLPI, through their designated officials, shall consult with each other upon matters arising out of the present Agreement.
2. KIFLT 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.

ARTICLE XIV INTELLECTUAL PROPERTY

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.

ARTICLE XV FUNDING

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.

ARTICLE XVI ENTRY INTO FORCE, AMENDMENT AND TERMINATION

1. As soon as it has been approved by KIFLT and COMESA/LLPI, this MoU shall be signed by the appointed representatives of the two parties and shall enter into force on the date of such signature.
2. The terms of this MoU may be amended in writing by mutual agreement of the two Parties.

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3. This MoU shall remain in effect for a period of five years, subject to annual review, with the provision for extension by mutual agreement of the two parties.
4. Either of the two parties may terminate this MoU by giving three months written notice to the other party.

Done in duplicate, by the respective representatives of the two Parties on the 15th day of May, 2013.

For Korean Institute of Footwear and Leather Technology

Name Dr. Seony Ok Kim

Signature 

Place Busan, Korea

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For COMESA/LLPI

Name Dr. Mwinilikwe Mwinihisa

Signature 

Place Arusha, Tanzania

Date 15th May 2013



