



Draft

Memorandum of Understanding

This agreement is signed between

**Malawi Confederation of Chambers of Commerce and
Industry herein after called MCCCI
And**

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

The two parties agreed on the following points

ARTICLE I DEFINITIONS/ACRONYMS

1. "MCCCI" means Malawi Confederation of Chambers of Commerce and Industry
2. "COMESA/LLPI" means the Common Market for Eastern and Southern Africa – Leather and Leather Products Institute
3. IP means Intellectual Property
4. "MoU" means Memorandum of Understanding
5. "Party" or "Parties" refer to the MCCCI and/or COMESA/LLPI and other institutions that mutually agreed to by both parties

ARTICLE II PURPOSE

This Memorandum of Understanding establishes the guidelines for collaboration between MCCCI and the COMESA/LLPI in the development of the leather sector in Malawi

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 Malawi that include, but not limited to, Cluster Development, Capacity Building of SMEs and Incubation of Technologies. The MoU shall serve as the basis for the various leather and leather products activities to be undertaken jointly by MCCCCI and COMESA/LLPI.

ARTICLE IV AREAS OF COOPERATION

The parties shall cooperate in the following fields:

1. MCCCCI 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.
2. MCCCCI shall give due consideration to the goals and objectives agreed by the two parties for the development of leather sector in Malawi.
3. COMESA/LLPI, shall endeavor to build capacity for leather sector stakeholders at various levels within the leather value chain in Malawi.
4. Both parties will cooperate in the areas of training, technology transfer, Incubation, consultancy, development of SMEs, and other programs in the leather sector, preferably with written protocols and agreements.
5. The two Parties 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 development of SMEs in Malawi
 - iii. Promote investments in the leather sector in Malawi
 - iv. Promote adoption of cleaner technology and appropriate waste management for sustainable development
 - v. Standardization, quality grading and certification of leather and leather products
 - vi. Benchmarking
6. MCCCCI 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 MEETINGS

1. MCCCCI 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 MCCCCI or COMESA/LLPI may call for the cooperation and participation of the other party.

ARTICLE VI JOINT ACTION

1. MCCCCI 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. MCCCCI 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 VII ASSISTANCE IN TECHNICAL, FINANCIAL, RESEARCH AND OTHER RELATED FIELDS

1. Joint requests for technical, financial or other leather sector developmental support to Malawi leather sector, from regional and International development partners, may be the subject of consultations between the two Parties.
2. Joint studies may be undertaken by MCCCCI and COMESA/LLPI, and joint programmes and projects established and implemented to further the leather sector in Malawi.

ARTICLE VIII
STATISTICAL EXCHANGE AND DISSEMINATION OF LEGISLATIVE
INFORMATION AND DOCUMENTS

1. MCCCCI 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 IX
PARTIES RESPONSIBILITIES

A. MCCCCI 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.
3. Provide required support to for successful implementation of joint projects, programmes and activities (for sustained Cluster development, Capacity Building and Leather Technology Incubation in Malawi).
4. Coordinate meetings and reporting activities undertaken jointly in pursuit of this MoU.
5. Support COMESA/LLPI in resource mobilization activities for the leather sector development in Malawi.

B. COMESA/LLPI Responsibilities

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

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

ARTICLE X ADMINISTRATIVE ARRANGEMENTS

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

ARTICLE XI IMPLEMENTATION OF AGREEMENTS

1. MCCCI and COMESA/LLPI, through their designated officials, shall consult with each other upon matters arising out of the present Agreement.
2. MCCCI 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 XII 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 XIII
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 XIV
ENTRY INTO FORCE, AMENDMENT AND TERMINATION**

1. As soon as it has been approved by MCCI 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.
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 29th day of July 2013.

For Malawi Confederation of Chambers
of Commerce and Industry

For COMESA/LLPI

Name CHANCELLOR L. KAFERAPANJIRA

Name Dr. Mungime Mungijira

Signature [Signature]

Signature [Signature]

Place BLANTYRE, MALAWI

Place Addis Ababa, Ethiopia

Date 29th July 2013

Date 29th July 2013

