



Memorandum of Understanding

Between

Ministry of Human Development, Antiquities and Tourism

Khartoum State

Herein after called HAT

AND

COMESA Leather and Leather Products Institute hereinafter called COMESA/LLPI

The two parties agreed on the following points

ARTICLE I

DEFINITIONS/ACRONYMS

1. "HAT" means Ministry of Human Development, Antiques and Tourism
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 HAT and/or COMESA/LLPI and other institutions that mutually agreed to by both parties
6. "SMEs" Small Micro Finance and Entrepreneurs

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ARTICLE II

PURPOSE

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

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 Sudan 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 HAT and COMESA/LLPI.

ARTICLE IV

AREAS OF COOPERATION

The parties shall cooperate in the following fields:

1. HAT 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. HAT shall give due consideration to the goals and objectives agreed by the two parties for the development of leather sector in Sudan.
3. COMESA/LLPI, shall endeavor to build capacity for leather sector stakeholders at various levels within the leather value chain in Sudan.
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 Institutes 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 Sudan
 - iii. Promote investments in the leather sector in Sudan

- 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. HAT 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. HAT 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 HAT or COMESA/LLPI may call for the cooperation and participation of the other party.

ARTICLE VI JOINT ACTION

1. HAT 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. HAT 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 Sudan 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 HAT and COMESA/LLPI, and joint programs and projects established and implemented to further the leather sector in Sudan.

ARTICLE VIII

STATISTICAL EXCHANGE AND DISSEMINATION OF LEGISLATIVE INFORMATION AND DOCUMENTS

1. HAT 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. HAT 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 support for successful implementation of joint projects, programs and activities (for sustained Cluster development, Capacity Building and Leather Technology Incubation in Sudan).
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 Sudan.

B. COMESA/LLPI Responsibilities

1. Prepare feasible projects, programs and activities for sustained leather industry development in Sudan and mobilize resources for their implementation.
2. Provide required support to HAT for successful implementation of joint projects, programs and activities for sustained leather development in Sudan.
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 Sudan.
4. In particular, in cooperation with HAT, enhance its mandated leather sector development activities in Sudan 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 Sudan in particular.

ARTICLE X
ADMINISTRATIVE ARRANGEMENTS

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

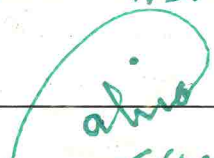
ENTRY INTO FORCE, AMENDMENT AND TERMINATION


1. As soon as it has been approved by HAT 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.
- C. 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.
- D. 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 _____ day of _____ 2013.

For Ministry of Human Development,
Antiquities and Tourism
Khartoum State

For COMESA/LLPI

Name Dr. YAKIA SALIH
Signature 
Place KHARTOUM
Date 19-NOV-2013

Name Dr. M. M. M. M. M.
Signature 
Place Khartoum Sudan
Date 19th NOV 2013

