

# MEMORANDUM OF UNDERSTANDING



This agreement is signed between

**MAKERERE UNIVERSITY BUSINESS SCHOOL (MUBS)**

and

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

*[Handwritten signature]*

*[Handwritten signature]*

## **The two parties agreed on the following points**

### **ARTICLE I DEFINITIONS/ACRONYMS**

1. "MUBS" means Makerere University Business School, an affiliate college of Makerere University Kampala.
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. "MoU" means Memorandum of Understanding
6. "Party" or "Parties" refer to the MUBS 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 MUBS 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 and undertake activities jointly that will promote and sustain the value adding activities along the leather value chain, in the COMESA Region in general and in Uganda in particular. The MoU shall serve as the basis for the various leather and leather products activities to be undertaken jointly by MUBS and COMESA/LLPI.

**ARTICLE IV  
AREAS OF COOPERATION**

The parties shall cooperate in the following fields:

1. MUBS 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. MUBS shall give due consideration to COMESA/LLPI requests for technical support for the goals and objectives of COMESA/LLPI 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 organizations 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
  - 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. MUBS 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. Any other areas of interest to the leather sector

**ARTICLE V  
MUTUAL CONSULTATIONS**

1. When circumstances so require, MUBS 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. MUBS 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 MUBS or COMESA/LLPI may call for the cooperation and participation of the other party.

**ARTICLE VIII  
JOINT ACTION**

1. MUBS and COMESA/LLPI may, through special arrangements, decide upon joint action with a view to attaining objectives 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. MUBS 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. COMESA/LLPI shall solicit funding support from regional and international bodies for carrying out actionable programs for the development of leather and leather products sector in COMESA member countries. MUBS shall support such initiatives by COMESA/LLPI by way of provision of necessary information / data etc.
2. Joint studies may be undertaken by MUBS 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. MUBS 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. MUBS 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. MUBS 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 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.

## **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 MUBS 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 MUBS, 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.

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**

MUBS 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. MUBS and COMESA/LLPI, through their designated officials, shall consult with each other upon matters arising out of the present Agreement.
2. MUBS 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. 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 MUBS jointly. The sharing of IP shall be governed by a separate MoU. In the event of solicitation of licensing of IP from MUBS under any branched out activity of this MoU, the same shall be governed by a specific licensing agreement.

Any publication emerged from the activities covered under this MoU shall be made jointly by COMESA/LLPI and MUBS and shall bear the names of the authors contributed to the same from either side.

**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 CSIR-CLRI 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 \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**For COMESA/LLPI**

Name Prof. Mupfema HM  
Signature [Signature]  
Place \_\_\_\_\_  
Date \_\_\_\_\_

**For Makerere University Business School**

Name [Signature]  
Signature [Signature]  
Place \_\_\_\_\_  
Date \_\_\_\_\_

Witnesses

**For COMESA/LLPI**

Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Place \_\_\_\_\_  
Date \_\_\_\_\_

**For Makerere University Business School**

Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Place \_\_\_\_\_  
Date \_\_\_\_\_