



MEMORANDUM OF UNDERSTANDING

between

**National University of Science and Technology
Zimbabwe (NUST)**

and

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

in connection with

**Furtherance of their Mutual Interests in Technology
Transfer, Training and Research, and as a Contribution
to increased International Co-operation**

August 2015

Handwritten signature and date:
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M.1 THE MEMORANDUM OF UNDERSTANDING (MoU)

M.1.1. THIS Memorandum of Understanding (MoU) made between National University of Science and Technology, Zimbabwe having its registered office at Corner Gwanda Rd/Cecil aveA6, P O Box AC 939, Bulawayo, Zimbabwe, (hereinafter called NUST) which expression shall where the context so admits include its successors and permitted assigns of other 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 assigns of 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 in COMESA Member States that encompass Zimbabwe.

M.2.2 WHEREAS National University of Science and Technology, (hereinafter called **NUST**) is a higher learning institution with the mission of contributing positively towards the advancement of humanity through the provision of knowledge based solutions to scientific, technological, economic and social challenges.

M.2.3 WHEREAS both NUST and COMESA/LLPI are convinced of the mutual benefits of undertaking collaborative activities in furtherance of their mutual interests in technology transfer, training and research, and as a contribution to increased international co-operation for the development of leather industry(hereinafter called **ACTIVITY**)

M.2.4 WHEREAS both NUST and COMESA/LLPI hereby agree to implement, within the framework of the regulations applying in each of the institutions and subject to the availability of resources, the following programmes and activities:

- i. Joint research activities
- ii. Participation in seminars and academic meetings
- iii. Exchange of publications, academic materials and other information
- iv. Training in leather products value addition
- v. Technology transfer.
- vi. Consultancy Services
- vii. Staff exchange
- viii. Development of leather products incubator

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

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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 shall serve as the basis for the various leather and leather products development activities to be undertaken jointly by NUST and COMESA/LLPI.

M.4 DEFINITIONS/ACRONYMS

M.4.1 "NUST" means National University of Science and Technology

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 NUST and/or COMESA/LLPI and other institutions that mutually agreed to by both parties

M.4.7 "SME" means Small and Medium Enterprise

M.5 GENERAL RESPONSIBILITIES OF COMESA/LLPI and NUST and AREAS OF COOPERATION

M.5.1 NUST 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 SMEs and leather and leather products in general.

M.5.2 COMESA/LLPI shall endeavor to build capacity for African countries at various levels within the leather value chain.

M.5.3 NUST and COMESA/LLPI 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.

M.5.4 NUST and COMESA/LLPI 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 the region in general and in Zimbabwe in particular;
- iii. Promote adoption of cleaner technology and appropriate waste



management for sustainable development;

- iv. Standardization, quality grading and certification of leather and leather products;
- v. Benchmarking.

- M.5.5** NUST and COMESA/LLPI will concert and coordinate their efforts in the areas of information collection, analysis and dissemination of activities in the following fields:
- a. Market information
 - b. Human resource
 - c. New and indigenous technology
 - d. Any other areas of interest to the leather sector
- M.5.6** NUST 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.5.7** NUST 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.5.8** In appropriate cases, meetings convened by either NUST or COMESA/LLPI may call for the cooperation and participation of the other party.
- M.5.9** NUST 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.
- M.5.10** NUST 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 NUST and COMESA/LLPI, and joint programmes and projects established and implemented between them.
- M.5.11** NUST and COMESA/LLPI will concert their efforts to obtain the best use of SMEs 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.5.12** NUST and COMESA/LLPI, through their designated officials, shall make appropriate administrative arrangements to ensure effective cooperation and liaison between the two Parties.
- M.5.13** NUST and COMESA/LLPI, through their designated officials, shall consult with each other upon matters arising out of the present Agreement.

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- M.5.14** NUST 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.5.15** NUST and COMESA/LLPI shall coordinate activities that are jointly undertaken in pursuit of the objectives of the MoU.
- M.5.16** NUST and COMESA/LLPI shall maintain database of information, records and activities related to the objectives of this MoU
- M.5.17** NUST and COMESA/LLPI shall provide required technical support to each other for successful implementation of joint projects, programmes and activities
- *M.5.18** All official communication from COMESA/LLPI to NUST pertaining to the implementation of joint projects, programmes and activities under this MoU shall be directed to Professor Londiwe Nkiwane or another official as designated by the Vice Chancellor of NUST.*

M.6 EFFECTIVE DATE, DURATION AND TERMINATION OF MoU

- M.6.1** The MoU shall be effective for FIVE years from the date of its signing (hereinafter called EFFECTIVE DATE).
- M.6.2** 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.6.3** During the tenure of the Agreement, 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.7 INTELLECTUAL PROPERTY

- M.7.1** 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 NUST jointly. The sharing of IP shall be governed by a separate MoU.
- M.7.2** Any publication emerged from the activities covered under this MoU shall be made jointly by **COMESA/LLPI** and NUST and shall bear the names of the authors contributed to the same from both sides.

M.8 FUND

- M.8.1** 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.9 DISPUTE SETTLEMENT

M.9.1 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.10 ASSIGNMENT OF THE MoU

M.10.1 Neither party shall assign any of its rights and obligations under this MoU without the prior consent of the other party.

M.11 AMENDMENTS TO THE MoU

M.11.1 No amendment or modification of the MoU shall be valid unless the same is made in writing by both 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 THEREOF, the parties hereto have offered their signatures:

Date 01/09/15


For National University of Science and Technology

PROF LR NDLOU, VICE-CHANCELLOR

Signature 1 (Name and position)

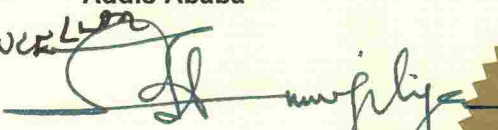


Signature 2 (Name and Position)


REGISTRAR

Date 18th August 2015

For Leather and Leather Products Institute Addis Ababa



Prof. Mwinyikione Mwinyihija
Executive Director, L.L.P.I

Witnesses (Name and Address)

1. _____

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