



### **Memorandum of Understanding**

This agreement is signed between

### Leather Institute of Zimbabwe (LIZ)

Herein after called
And

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

The two parties agreed on the following points

# ARTICLE I DEFINITIONS/ACRONYMS

- 1. "LIZ" means Leather Institute of Zimbabwe.
- 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 LIZ 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 LIZ and the COMESA/LLPI in the development of the leather sector in Zimbabwe

## ARTICLE III OBJECTIVES

It is envisioned that in pursuance of the Letter from the Ministry of Industry and Commerce reference 0/3/12/4/612, dated 11 March 2013, identifying LIZ as focal point to COMESA LLPI the Parties hitherto place mechanisms of working together to develop, promote and sustain the value adding activities along the leather value chain, that include but not limited to Cluster Development, Capacity Building of SMEs, Incubation and Transfer of Technologies. The MoU shall serve as the basis for the various leather and leather products activities to be undertaken jointly by LIZ and COMESA/LLPI.

## ARTICLE IV AREAS OF COOPERATION

The parties shall cooperate in the following fields:

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

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

### ARTICLE VI

- 1. LIZ 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. LIZ 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 Zimbabwe 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 LIZ and COMESA/LLPI, and joint programmes and projects established and implemented to further the leather sector in Zimbabwe.

#### ARTICLEVIII

### STATISTICAL EXCHANGE AND DISSEMINATION OF LEGISLATIVE INFORMATION AND DOCUMENTS

1. LIZ 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. LIZ Responsibilities

- 1. Coordinate and document activities that are undertaken jointly in pursuit of the objectives of the MoU.
- 2. Maintain a 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 Zimbabwe).
- 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 Zimbabwe.

#### B. COMESA/LLPI Responsibilities

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

# ARTICLE X ADMINISTRATIVE ARRANGEMENTS

LIZ 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. LIZ and COMESA/LLPI, through their designated officials, shall consult with each other upon matters arising out of the present Agreement.
- 2. LIZ 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 LIZ 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
- 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 November 2013.

For LIZ		For COMESA/LLPI
Name	Nicoh Mpofu	Name Dr. 76 17 hughly
Signature	A-hol-	Signature *
Place	Leather Institute Bulancyo	Place Carried
Date	29/11/2013.	Date 25 Ment Toour 20 3