

MEMORANDUM OF UNDERSTANDING

Between

**Podo Tech Incorporated
and**

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

In Connection With

**Establishing Collaborative Activities to Promote the Development and
Growth of Micro, Small and Medium Enterprises (MSMEs) in the Leather
Sector in COMESA Region**

September 2015

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THE MEMORANDUM OF UNDERSTANDING (MoU)

- M.1.1. THIS Memorandum of Understanding (MoU), made and entered between Podo Tech Incorporated, having its registered Headquarters at 2105 Midland Avenue, Unit 3, Toronto, Ontario, Canada (hereinafter called Podo Tech Inc.), which expression shall, where the context so admits, include its successors and permitted assigns on the one 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 on the other part.

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PREAMBLE

- M.2.1 WHEREAS **COMESA/LLPI** works with objectives to support and develop the leather industries of the COMESA Region.
- M.2.2 WHEREAS Podo Tech Inc. is a Company established in 2012 to commercialize a research initiative from the University of Waterloo and Centennial College, and recently involved in a training program in creative design, pattern engineering, shoe making for entrepreneurs, shoe last design and model making, customized Shoe making, including orthopaedics and an introduction of CAD/CAM for footwear.
- M.2.3 WHEREAS both Podo Tech Inc. and COMESA/LLPI are convinced of the mutual benefits of undertaking collaborative activities between the two organizations for the development of leather industry (hereinafter called **ACTIVITY**).
- M.2.4 WHEREAS both Podo Tech Inc. and COMESA/LLPI have agreed, in this connection, to enter into this umbrella MoU to record the mutual intention of extending mutual cooperation to each other towards undertaking specific collaborative activities at a later date, depending upon the requirements as and when the need arises, as per the mutually agreed terms and conditions in terms of separate Agreement to be signed by both parties.

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

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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 MoU envisioned that the Parties will work together to develop the mechanisms and to undertake activities jointly, that will promote and sustain the value adding activities along the leather value chain in the COMESA Region. The MoU shall serve as the basis for the various leather and leather products development activities in the areas of training, information and markets for MSMEs and to provide relevant, needs-based business development services to be undertaken jointly by Podo Tech Inc. and COMESA/LLPI.

M.4 DEFINITIONS/ACRONYMS

- M.4.1 "Podo Tech Inc." means Podo Tech Incorporated.
- 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 Podo Tech Inc. and/or COMESA/LLPI and other institutions that mutually agreed to by both parties.

M.5 GENERAL RESPONSIBILITIES OF COMESA/LLPI & Podo Tech Inc. and AREAS OF COOPERATION

- M.5.1 Podo Tech Inc. 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.
- M.5.2 Podo Tech Inc. shall give due consideration to COMESA/LLPI requests for the goals and objectives of COMESA/LLPI in the development of leather industry in the COMESA Region.
- M.5.3 Podo Tech Inc. 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 Podo Tech Inc. and COMESA/LLPI will give due consideration to consultancy and extension services in the leather sector and other cross-cutting issues. The Basis of each consultancy will be determined according to the specific required activity.
- M.5.5 Podo Tech Inc. and COMESA/LLPI will concert and coordinate their efforts in the areas of information collection, analysis and dissemination of activities for the purpose of Capacity Building and/or Consultancy 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 Podo Tech Inc. 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 Podo Tech Inc. 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 Podo Tech Inc. or COMESA/LLPI may call for the cooperation and participation of the other party.
- M.5.9 Podo Tech Inc. 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 Podo Tech Inc. 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 Podo Tech Inc. and COMESA/LLPI, and joint programmes and projects established and implemented between them.
- M.5.11 Podo Tech Inc. 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.
- M.5.12 Podo Tech Inc. 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 Podo Tech Inc. and COMESA/LLPI, through their designated officials, shall consult with each other upon matters arising out of the present Agreement.
- M.5.14 Podo Tech Inc. 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 Podo Tech Inc. and COMESA/LLPI shall coordinate activities that are jointly undertaken in pursuit of the objectives of the MoU.

M.6 RESPONSIBILITIES OF Podo Tech Inc.

- M.6.1 **Podo Tech Inc.** shall execute and document activities that are undertaken in pursuit of the objectives of the MoU.
- M.6.2 **Podo Tech Inc.** shall maintain database of information, records and activities related to the objectives of this MoU.
- M.6.3 **Podo Tech Inc.** shall provide required technical support to COMESA/LLPI for successful implementation of joint projects, programmes and activities for sustained sectoral development.
- M.6.4 **Podo Tech Inc.** shall support such initiatives by COMESA/LLPI by way of provision of necessary information / data etc.

M.7 RESPONSIBILITIES OF COMESA/LLPI

- M.7.1 **COMESA/LLPI** shall prepare feasible projects, programmes and activities for sustained leather industry development in COMESA Region and mobilize resources for their implementation.
- M.7.2 **COMESA/LLPI** shall provide required support to **Podo Tech Inc.** for successful implementation of joint projects, programmes and activities for sustained leather development in the COMESA Region.
- M.7.3 **COMESA/LLPI** shall coordinate meetings, document activities and maintain database of information and activities jointly undertaken in the leather industry development of the COMESA Region.
- M.7.4 **COMESA/LLPI** shall 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 the leather sector
 - Regional Integration, Gender parity and other Cross-Cutting Issues.
- M.7.5 **COMESA/LLPI** shall promote, provide, initiate, coordinate, organize, prepare and implement identified activities for the benefit of member States in the Region.
- M.7.6 **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.



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M.8 EFFECTIVE DATE, DURATION AND TERMINATION OF MoU

- M.8.1 The MoU shall be effective for THREE years from the date of its signing (hereinafter called EFFECTIVE DATE).
- M.8.2 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.8.3 During the tenure of the Agreement, parties hereto can terminate the Agreement for breach of any of the clauses 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.9 INTELLECTUAL PROPERTY

- M.9.1 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 **Podo Tech Inc.** jointly. The sharing of IP shall be governed by a separate MoU.
- M.9.2 Any publication emerging from the activities covered under this MoU shall be made jointly by **COMESA/LLPI** and **Podo Tech Inc.** and shall bear the names of the authors who contributed to the same from both sides.

M.10 FUND

- M.10.1 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.11 DISPUTE SETTLEMENT

- M.11.1 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.12 ASSIGNMENT OF THE MoU

- M.12.1 Neither Party shall assign any of its rights and obligations under this MoU without the prior consent of the other Party.

M.13 AMENDMENTS TO THE MoU

- M.13.1 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 whereof the Parties hereto have signed this MoU on the date, month and year mentioned hereinbefore.

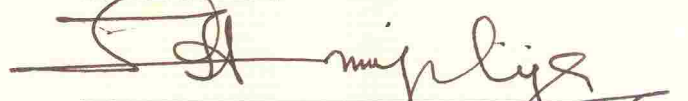
For and on behalf of
Podo Tech Inc.


Signature

Name: TEZERA KETEMA
Designation: CEO




For and on behalf of
COMESA/LLPI

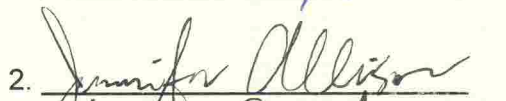

Signature

Name: Prof. Mwinyikione Mwinyihija
Designation: Executive Director, COMESA/LLPI



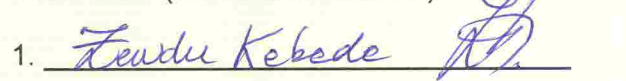
Witnesses(Name and Address)

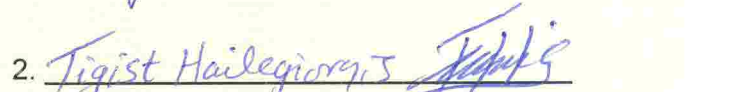
1. 
SOLDIER GEAR, OWNER

2. 
Art and Sole Academy
Oct 19, 2015

Date

Witnesses (Name and Address)

1. 
Programmes Coordinator, LLPI

2. 
Head, Admin, Budget & Finance, LLPI

9th Oct. 2015

Date

