

# MEMORANDUM OF UNDERSTANDING

Between

THE MINISTRY OF TRADE AND INDUSTRY  
(MOTI), ACCRA- GHANA



and

CUTS INTERNATIONAL ACCRA



(CUTS Accra)

This Memorandum of Understanding (MoU) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 BETWEEN the GOVERNMENT OF GHANA represented by the MINISTRY OF TRADE AND INDUSTRY P.O. Box M47 Ministries, Accra (hereinafter referred to as "MOTI") on the one part

AND

CONSUMER UNITY TRUST SOCIETY Accra, 30 Asafoatse Oman Street, P O. BOX AN 6156, Accra-Ghana (hereinafter referred to as CUTS) of the other part;)

Hereinafter collectively referred to as "the Parties"

**WHEREAS,**

1. It has been realised that there are linkages and synergies between the activities and goals of the MOTI and CUTS Accra; especially in the context of trade and sustainable development issues in Ghana.
2. CUTS International, in addition to its centre in Accra, has its affiliate centres in Nairobi, Kenya; and Lusaka, Zambia; in Africa. CUTS centres are also present in India, Vietnam, and Switzerland. CUTS International has been working in the realm of economic governance across the developing world and its activities stretch from Asia to Africa, and beyond.
3. It has been discussed and agreed between the MOTI and CUTS to develop a framework for cooperation to pursue these areas of common interests.
4. CUTS objective is to initiate, undertake and aid directly or through its affiliated bodies and partner organisations and associates, activities for the furtherance of consumer welfare and sustainable development, through the pathways of - trade and development, regional integration, competition and economic regulation, consumer protection and overall socio-economic development.

THE PARTIES HEREBY AGREE TO COLLABORATE WITH AN UNDERSTANDING AS FOLLOWS:

**1. PURPOSE OF THE MOU**

The main purpose of this MoU is to provide a framework of cooperation and facilitate collaboration between MOTI and CUTS to further their shared goals and objectives in regards to building knowledge, capacity, awareness and partnerships on areas of common interest, Viz-a-viz Trade and Development, Investment Policy, Competition and Economic Regulation, Regional Integration, Consumer Protection, and Sustainable Development in the country and the region. The MoU establishes an overarching framework for setting out practical arrangements toward undertaking joint activities by the MOTI and CUTS given the above and bearing in mind their respective mandates. The MoU expresses a joint commitment to a concretise this partnership based on the general principles and objectives contained hereunder.

the overall mission of the MOTI is to develop a vibrant, technology-driven, liberalised and competitive trade and industrial sector that significantly contributes to economic growth and employment creation, particularly involving mass mobilisation of rural communities and other vulnerable groups including women.

## **2. RESPONSIBILITIES OF MOTI**

The Ministry's responsibilities shall be:

- To formulate and harmonize policies that will ensure inter-sectoral collaboration in the implementation of trade and industrial policies both at national and global levels.
  - Improve entrepreneurial skills, technological capabilities and accessibility to credit and markets
  - To develop programmes and activities for institutional capacity building to meet the challenges of the global market.
  - To develop standards and Quality Systems to meet production requirements for local and international markets
  - To facilitate the development and promotion of non-traditional Export products.
  - To facilitate the development of the production base and expansion of cross-border trade
  - To collect, collate, process, store and disseminate timely and accurate information for stakeholders.
  - To facilitate the removal of institutional and legal bottlenecks.
  - To facilitate private sector access to capital.
  - To ensure that private sector development programmes are complementary and cover broad range of needs.
  - To encourage and facilitate the provision of public service by the private sector.
  - To facilitate innovation and entrepreneurship. –

## **3. AREAS OF CO-OPERATION**

MOTI and CUTS will undertake joint activities using the broad framework of cooperation as enumerated below:

- Joint research based dialogue on policy issues in the specific areas of – trade and development, regional integration, sector regulation, competition policy and law & consumer protection
- Analytical exchange and consultation on specific areas in the realm of - trade and development, regional integration, sector regulation, competition policy and law & consumer protection
- Joint events/fora on specific areas of trade and development, regional integration, sector regulation, competition policy and law & consumer protection
- Assistance by CUTS to MOTI at regional and international bodies and fora.
- Where possible, CUTS to join MOTI delegations to WTO, UNCTAD or ECOWAS on issues that would require supports.



- Any other method of cooperation as may be agreed jointly.

MOTI and CUTS shall jointly design and implement specific interventions on the above areas, as deemed necessary from time to time.

#### **4. COORDINATION**

For MOTI all relevant communication will be addressed to the Minister and copied to the Chief Director. For CUTS all relevant communication will be addressed to the CUTS Centre Coordinator at Accra and copied to the Secretary General of CUTS International at Jaipur, India

Both parties will develop a mutually agreed 'Annual work programme' for the implementation of this MoU. This work programme will be cognizant of the cooperation as specified in this MoU and the respective mandates of the parties. The parties will conduct a review exercise annually to assess the progress of this cooperation, on specific initiatives.

The representatives of the parties shall meet at such times, in such places, and through such means as the Parties may decide. The Parties shall endeavour to meet no less than once a year.

The representatives of the parties, shall:

- review and discuss agreed areas of cooperation;
- develop a work programme;
- conduct an annual review exercise to assess the progress of this cooperation; and
- engage with the relevant stakeholders in national, regional, continental and international levels in order to raise awareness on areas of cooperation.

#### **5. FORCE MAJEURE**

Neither party under this Agreement shall be liable for any delay or failure in the performance of any of its respective obligations under this MOU to the extent that such delay or failure is caused by an event of force majeure which shall mean any event or circumstances beyond the reasonable control of such Party, including but not limited to decree or restraint of any Government(excepting decree or restraint of the Government of Ghana), acts of God, strikes(excepting strikes confined to the employees of the Company), war, riot, civil commotion, fire explosion, perils of the sea or air or embargo.

#### **6. TERMINATION**

1. If the Company becomes insolvent or bankrupt or enters into an agreement with its creditors if any, from debt relief or goes into liquidation or receivership

2. If the parties are unable to perform their duties under the MOU for a period not exceeding sixty (60) days as a result of Force Majeure

3. If the parties fail to remedy a breach of material obligation under the MOU within a period of sixty (60) days after written notice specifying the nature of the breach and requiring such a breach to be remedied has been served on a given party.

## **7. GOVERNING LAW OF THE MOU**

The provisions of this MOU shall be governed by and construed in all respects in accordance with the Laws of Ghana

## **8. DISPUTE RESOLUTION**

All disputes related to the MOU or disputes arising in the course of implementation of the MOU shall be amicably

## **9. INTELLECTUAL PROPERTY**

Intellectual Property Rights to MOTI especially to the extent that it involves the use of the name of MOTI shall remain the property of MOTI

## **10. CONFIDENTIALITY**

10.1. Except with the prior written consent of the Parties, the Parties shall not at any time communicate to any person or entity any confidential information acquired in the course of operation of this MOU.

## **11. DIVISIBILITY**

Any article of this MOU, being recognised as invalid by governing bodies, does not affect effectiveness of other clauses

## **12. NOTICE**

Any notice, claim, correspondences or other documents relating to this MOU shall be in writing in the English language and shall be deemed to be duly served when delivered or personal delivery with written acknowledgement or receipt, or telefax with confirmed copy sent by international courier (when necessary) to the Party to which it is to be given through email or made to the following addresses:

**Chief Director**

**Ministry of Trade and Industry**

**P.O.Box M47 Accra, Ghana**

**(+233-302.....)**

**motichief@yahoo.co**

**ATTN: Dawornaeba Baeka**

**CUTS Accra,**

**30 Asafoatse Oman Street,**

**P O. BOX AN 6156,**

**Accra-Ghana**

**ATTN: Appiah Kusi Adomako**

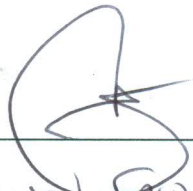
### **13. TERMS OF UNDERSTANDING**


1. This MOU shall be effective from 1st September, 2016 up to 31<sup>st</sup> August, 2020
2. This MOU will be re-assessed no later than two (2) years before its expiry and may be expanded upon a mutually written agreement.
3. This MOU may be modified at any time by written consent of both parties
4. This MOU constitutes the entire agreement between the parties. There is no express or implied agreement except as stated in this MOU.
5. All provisions of this MOU are separate and divisible, and if any part is held as invalid, the remaining provisions shall continue in full force and effect
6. Either Party may terminate this MOU upon a six (6) week written notice signed by an authorized signatory and sent by e-mail, facsimile or registered post to the other Party at its address as specified on page... hereof
7. The Effective date shall be the date that the Parties append their signatures to this MOU.

IN WITNESS WHEREOF, the parties hereto this memorandum of understanding have through their duly authorised representatives affixed their signatures at Accra on ..... day of..... 2016.


For Ministry of Trade and Industry  
(MOTI))


For CUTS Accra

Signature:   
Name: Ekwon Sio-Garbrah  
Date: 18/10/16

Signature:   
Name: APIAH KUSI ADOMAKO  
Date: 16/10/16

Witnesses:

Signature:   
Name: Richard Garbey  
Date: 18/10/16

Signature:   
Name: EDAYATU LAMPTEY  
Date: 16/10/16