



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**COMMON MARKET FOR EASTERN AND SOUTHERN AFRICA**

**AND**

**CONSUMER UNITY & TRUST SOCIETY INTERNATIONAL LUSAKA**

**WHEREAS** the **Common Market for Eastern and Southern Africa** (hereinafter referred to as "COMESA") having its headquarters at the COMESA Centre, Ben Bella Road, P.O BOX 30051, Lusaka, Zambia, is a regional integration institution established by Treaty on 8<sup>th</sup> December, 1994 to achieve sustainable economic and social progress in all its Member States through increased cooperation and integration in all fields of development particularly in trade, customs and monetary affairs, transport, communication and information, technology, industry and energy, gender, agriculture, environment and natural resources;

**WHEREAS** the **CONSUMER UNITY AND TRUST SOCIETY INTERNATIONAL LUSAKA** (hereinafter referred to as "CUTS International Lusaka") is registered as a Non-Governmental Organization (NGO) under Societies Act of the Republic of Zambia with its postal address being P.O. Box 37113 LUSAKA, ZAMBIA and is established as a voice of the poor to express developmental needs and aspirations and is the face of consumer empowerment through its rights based approach and activities for influencing the process and content of inclusive growth and development;

**CONSIDERING** that Aims and Objectives of COMESA include *inter alia* the following:

- a) Attainment of sustainable growth and development for Member States by promoting a more balanced and harmonious development of its production and marketing structures;
- b) Promoting joint development in all fields of economic activity and the joint adoption of macro-economic policies and programmes to raise the standard of living of its people and to foster closer relations among its Member States;
- c) Cooperating in the creation of an enabling environment for foreign, cross border and domestic investment including the joint promotion on research and adaptation of science and technology for development;
- d) Cooperating in the promotion of peace, security and stability among the Member States in order to enhance economic development in the region;
- e) Cooperating in strengthening the relations between the Common Market and the rest of the world and the adoption of common positions in international fora; and
- f) Contributing towards the establishment, progress and the realisation of the objectives of the African Economic Community;

**CONSIDERING** that the objectives of **CUTS International Lusaka** include *inter alia* the following:

- a) Initiating, undertaking and providing aid to projects for the furtherance of consumer and public interest/welfare including those relating to trade and development, competition and regulation, environment, health care, general awareness, empowerment and socio-economic development;
- b) Publishing studies, periodicals, reports and other literature relating to the above subjects;
- c) Undertaking research and case studies in respect of consumer welfare including those relating to trade and development, competition and regulation, environment, health care, general awareness, empowerment and socio-economic development;
- d) Where necessary, advising and assisting governments and the concerned authorities in framing and enforcing laws to safeguard the interest of the consumers, including those relating to trade and development in rural areas;
- e) Cooperating with regional and international agencies, government and non-Governmental bodies engaged in activities similar to those of CUTS;
- f) Promoting, organizing and facilitating conferences, seminars, lectures, training and other similar activities in furtherance of the aforesaid objectives;

**CONVINCED** that collaboration between COMESA and CUTS International Lusaka (hereinafter referred to collectively as "the Parties") would further common objectives in a way beneficial to socio-economic development of the region's populace and citizenry;

**NOW, THEREFORE** the Parties have agreed to enter into this Memorandum of Understanding (MoU).

## ARTICLE 1

### Purpose of the MoU and Areas of Cooperation

1. The purpose of the MoU is to enhance cooperation between the Parties, for their mutual benefit.
2. In accordance with their respective mandates, the Parties will pursue the development of synergies, as well as systems and mechanisms of information sharing and knowledge exchange on matters of mutual interest.

3. In particular, cooperation between the Parties shall relate to the following areas:
- a) Individually and jointly mobilizing for resources for promoting and strengthening trade and development, competition and regulation, agricultural research, addressing climate change, food security and poverty reduction and development generally in the eastern African region;
  - b) Invite each other to technical and policy meetings where issues having a bearing on objectives of each Party are being discussed; and
  - c) Exchange and share information on other like-minded organizations for purposes of networking;
  - d) Share research outputs, reports, publications and information related to trade, development, competition and regulation in the region appropriate; and
  - e) Any other activity as it may be agreed upon from time to time.

## ARTICLE 2

### Cooperation Machinery

The Parties to this MoU will explore and identify various areas in which, and the concrete activities for which, effective and practical cooperation may be possible as well as ways and means for carrying out joint cooperation efforts. Any exchange of information concerning projects or programs of the Parties shall be subject to the policies and procedures of the respective organizations.

## ARTICLE 3

### Assignment or Transfer to Third Parties

The responsibilities of the Parties under this MoU are not assignable or transferable except as provided herein. Any attempt to assign or transfer, including by operation of law, is void unless there is prior written approval of both Parties.



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## ARTICLE 4

### Financial Arrangements

1. The Parties concur that they will each use their own funds or funding sources to perform their respective responsibilities under this MoU. This MoU does not, however, represent any commitment with regard to funding on the part of either Party.
2. The parties may individually or jointly mobilise resources to implement activities in the agreed areas of cooperation.
3. The Parties may also enter into specific arrangements in relation to financial arrangements on the implementation of agreed activities in the agreed areas of cooperation.

## ARTICLE 5

### Entry into Force, Duration, Modification and Termination

1. This MoU will enter into force on the date of its signature by both Parties and will remain in effect until the effective date that either Party notifies the other in writing that it wishes to terminate it.
2. The MoU may be amended only with the mutual written consent of both parties.
3. Either Party may terminate this MoU at any time by providing advance written notice to the other Party no less than thirty (30) days in advance.



## ARTICLE 6

### Channel of Communication

1. For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this MoU, the channel of communication for the parties will be:

- a) For COMESA  
Common Market for Eastern and Southern Africa  
Attn: Secretary General  
Ben Bella Road  
P.O BOX 30051  
LUSAKA  
10101  
Zambia  
Tel: +260 1 229725/32  
Fax: +260 1 225107  
Email: [secgen@comesa.int](mailto:secgen@comesa.int)
  
- b) For CUTS International Lusaka  
Consumer Unity & Trust Society International Lusaka  
Attn: President of the Executive Committee  
CUTS International, Lusaka  
298 Ngwerere Road, Roma Township,  
P.O BOX 37113  
LUSAKA  
Zambia  
Ph: +260-211-294 892  
Tele Fax: +260-211-294 892  
Office mobile: +260-955-624 874  
Email: [lusaka@cuts.org](mailto:lusaka@cuts.org)

2. Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Article.



ARTICLE 7

Settlement of Disputes


The Parties confirm that they shall exercise good faith efforts to resolve any dispute between them arising from or in connection with this MoU through mutual negotiation and agreement.

IN WITNESS HEREOF, the Parties hereto affix their signatures at Lusaka, Zambia on this .....<sup>4<sup>th</sup></sup>..... day of October 2017.

For the Common Market for  
Eastern and Southern Africa

For CUTS International Lusaka

Signature:   
SECRETARY GENERAL

Signature:   
CHAIRPERSON OF THE BOARD  
OF DIRECTORS

Date:

4<sup>th</sup> October, 2017

Date:

04/10/2017