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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CONSUMER UNITY & TRUST SOCIETY**  
**AND**  
**PRIVATE SECTOR FOUNDATION OF LESOTHO**

This Memorandum of Understanding (hereinafter referred as **MoU**) between **Consumer Unity & Trust Society** (hereinafter referred as **CUTS International**), with its registered office at D-217, Bhaskar Marg, Bani Park, Jaipur 302016, India and **Private Sector Foundation of Lesotho** (hereinafter referred as **PSFL**), with its registered office at Development House, Block D, Level 6, Kingsway Street, Maseru 100, Kingdom of Lesotho, serves as an enabling document towards establishing and implementing cooperation between the two organisation where **CUTS International** will be working as a knowledge partner to **PSFL** to conduct joint activities on evidence-based policy research, policy advocacy, networking and capacity building with regard to trade and regulations including regulatory/competition reforms at the national and regional level (that is Southern African Customs Union).

**CUTS International** and **PSFL** are referred as the **Party/Parties** to this **MoU**.

**CUTS International** is a global think-tank engaged in policy research, policy advocacy, networking and capacity building on trade, regulations and governance. It is headquartered in Jaipur, India with overseas centres in Lusaka, Zambia; Nairobi, Kenya; Accra, Ghana; Hanoi, Vietnam; and Geneva, Switzerland.

Since mid-1990s, **CUTS International** has been working in more than 31 countries in Africa on a number of issues ranging from trade and development, competition policy and law, economic and business regulations, and consumer protection. **CUTS International** works with several governments in Africa and has close associates in the policy making community. Along with CUTS Institute for Regulation and Competition (CIRC), an affiliate of **CUTS International**, it offers technical assistance and conducts capacity building training programmes on competition, investment, regulations, and commercial and economic diplomacy.

The objectives of **CUTS International** include, among others:

- Undertake evidence-based policy research and policy advocacy on economic policy issues at national, regional and international level
- Act as a repository for information on economic policy issues at national, regional and international level
- Provide technical assistance and build the capacity of stakeholder groups on economic policy issues at national, regional and international level
- Promote South-South and South-North co-operation on economic policy issues

**PSFL** is an umbrella body for the private sector in the Kingdom of Lesotho. It was officially launched on October 2009, and its overall objective is to promote and ensure sustained dialogue between the Government of Lesotho (GoL) and private sector as well as to facilitate the promotion and development of a dynamic private sector.

**PSFL** serves as the focal point for the private sector in its advocacy of policies and, to promote the long term development of the private sector in Lesotho with a mission to facilitate sustained dialogue between Government of Lesotho and organized business and promote the productivity and competitiveness of the business sector and entire economy of Lesotho.

The objectives of **PSFL** include, among others:

- Act as a focal point for the private sector in its advocacy of policies and to promote the long term development of the private sector in the Kingdom of Lesotho
- Promote and ensure sustained dialogue between the government and the private sector
- Foster participation of the private sector in the business council and public decision making and implementation sections and divisions affecting economic and business activity
- Lobbying at the National Assembly in the Kingdom of Lesotho on behalf of the private sector
- Maintain performance standards for the private sector, through strengthening of private sector associations and businesses
- Act as a data centre, as well as to provide consultation and technical advice to and for the private sector in order to formulate sound and consultative policies, recommendations and guidelines for developing and improving the efficiency of the private sector
- Design educational and training programmes for the development of the private sector to encourage education in the principles and practice of commerce, industry, agriculture, mining and all other types of business
- Promote and enhance a speedy and amicable settlement of disputes arising out of and consequential to business transactions, otherwise provide and facilitate for mediation and/or arbitration of same

**WHEREAS** it has been realised that there are linkages and synergies between the activities and goals of **CUTS International** and **PSFL**, especially in the context of trade, investment, competition, regulations and other economic policy issues in the Kingdom of Lesotho and at the regional level (that is Southern African Customs Union),

**WHEREAS** it has been discussed and agreed between **CUTS International** and **PSFL** to develop a framework of cooperation as per this **MoU** to pursue joint activities in areas of common and mutual interests,

**CONSIDERING** that the Vision of **CUTS International** is “Consumer Sovereignty” and that its Mission is “Consumer sovereignty in the framework of social justice, economic equality, and environmental necessity, within and across borders”,

**CONSIDERING** that the Vision of **PSFL** is to be “The leading apex body of the organised private sector and national focal partner in policy advocacy and dynamic private sector development” and its Mission is to “Facilitate sustained dialogue between the Government of the Kingdom of Lesotho and organised business and promote the productivity and competitiveness of the business sector and entire economy of the Kingdom of Lesotho”,

**NOW, THEREFORE, CUTS International and PSFL agree as follows:**

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

1.1 **CUTS International and PSFL** will undertake joint activities using the broad framework of cooperation as per this **MoU**, which is articulated below but not limited to the following:

- Conduct joint policy research on national and regional economic policy issues in the Kingdom of Lesotho and in other countries in the Southern African Customs Union
- Facilitate joint and/or otherwise policy dialogues on national and regional economic policy issues between and among the relevant stakeholders/stakeholder groups in the Kingdom of Lesotho and in other countries of the Southern African Customs Union
- Organise joint events/fora on specific areas of economic policy issues in the Kingdom of Lesotho and in other countries in the Southern African Customs Union
- Cooperate in conducting technical assistance and capacity building training programmes on national and regional economic policy issues in the Kingdom of Lesotho and in other countries in the Southern African Customs Union
- Jointly fundraise for projects/activities on national and regional economic policy issues in the Kingdom of Lesotho and in other countries in the Southern African Customs Union
- Any other method of cooperation as may be agreed jointly

1.2 **CUTS International and PSFL** will jointly design and implement specific interventions on the above-stated and other mutually agreeable areas as deemed necessary from time to time. The above-stated and other mutually agreeable areas of cooperation are without prejudice to identification of other activities of mutual interests which may be conducted by **CUTS International and PSFL**.

## **2. COORDINATION AND IMPEMENTATION**

2.1 For **CUTS International** all relevant communication will be addressed to a designated nodal officer as nominated by **CUTS International**.

2.2 For **PSFL** all relevant communication will be addressed to a designated nodal officer as nominated by **PSFL**.

2.3 Any notice and/or request required or permitted to be given or made under this **MoU** will be in writing. Such notice and/or request will be deemed to have been duly given and/or made when it will be delivered by hand, postal mail, fax, and/or e-mail to the **Party** to which it is addressed and/or made at such **Party's** address as specified in this **MoU** and/or such other address as may be notified by one **Party** to the other **Party** in writing.

2.4 The **Parties** to this **MoU** will develop mutually agreed "work programmes" from time to time for the implementation of this **MoU**. The "work programmes" will be cognizant of the cooperation as specified in this **MoU** and the respective mandates of the **Parties**. The **Parties** will conduct quarterly and/or half-yearly review to assess the progress of this cooperation as per this **MoU**.

### 3. INTELLECTUAL PROPERTY RIGHTS

3.1 On the basis of mutual consent, **CUTS International** and **PSFL** will determine copyright and other intellectual property right issues for any outputs as per activities under this **MoU** at the beginning of each activity.

3.2 In principle and through mutual consent, output from each activity by the **Parties** as per this **MoU** will be placed in the public domain.

3.3 In case a donor of project funding wishes to control access to the output produced as per activities under this **MoU**, at the outset of the commencement of such a project, the **Parties** will communicate such matter to all stakeholders of the project.

In case **CUTS International** and/or **PSFL** intend to turn any part of output(s) as per activities under this **MoU** into revenue, such a decision will be communicated by one **Party** to the other **Party** as the case may and will be subject to mutual consent by the **Parties**.

### 4. AMENDMENT

4.1 By mutual consent, the **Parties** to this **MoU** may add, modify, amend or delete any words, phrases, sentences or articles in this **MoU**.

### 5. DISPUTE RESOLUTION

5.1 The **Parties** to this **MoU** will settle dispute(s), if any, among themselves and in regard to joint and/or otherwise activities to be conducted as per this **MoU** through mutual negotiations/consultations.

### 6. TERMINATION

6.1 A **Party** to this **MoU** desirous of terminating this **MoU** will give the other **Party** at least three months of notice in writing by letter to the respective postal address and/or by email. Such termination will release the **Parties** of their obligations under this **MoU**, provided that the **Parties** to this **MoU** ensure that all work-in-progress activities as per this **MoU** are, as far as possible, permitted to be completed in an orderly manner within an agreed period of time by mutual consent of the **Parties** to this **MoU**. In such cases, a **Party** to this **MoU** will pass on all the relevant information and/or data and/or other documents generated till the point of termination of this **MoU** to the other **Party** to this **MoU**. In such cases, the **Parties** to this **MoU** will agree to use all the relevant information and/or data and/or other documents generated as per activities under this **MoU** after mutual consent of the **Parties** to this **MoU**.

### 7. DISCLOSURE

7.1 Neither **Party** to this **MoU** will use any confidential information of the other **Party** except as expressly authorised in writing by the other **Party**. The **Parties** to this **MoU** will use the same degree of care to protect the disclosing **Party**'s confidential information as it uses to protect its own confidential information of like nature. Furthermore, it is agreed that neither **Party** to this **MoU** will use any such confidential information other than for the

purposes of specified activities, and shall disclose it only to those employees of the Parties to this MoU with a specific need to know.

## 8. ENTRY INTO FORCE

8.1 This MoU will enter into force upon signature by the duly authorised representatives of CUTS International and PSFL. This MoU will remain in force for a period of three (3) years from the date of the signature of the Parties to this MoU. After three (3) years of the entry into force of this MoU, the Parties to this MoU will review this MoU to decide whether this MoU, with its modifications as agreed by the Parties to this MoU through mutual consent, will be renewed or not.

IN WITNESS THEREOF, the Parties to this MoU have through their duly authorised representatives affixed their signatures to all pages of this MoU at MASERU..... on .....15.....this day of.....MAY..... in the year 2017.

For Consumer Unity & Trust Society  
(CUTS International)

Name: PRADEEP SINGH MEHTA  
Secretary General, CUTS International

Signature:

Date: 15/05/2017

Witness: Samir Bhattacharya

Designation: Assistant Director

Signature:

Date: 15/05/2017

For Private Sector Foundation of Lesotho  
(PSFL)

Name: THABO QHESI  
Chief Executive Officer, PSFL

Signature:

Date: 15/05/2017

Witness: Mokotjo Lesaoana

Designation: LEGAL ADVISOR

Signature:

Date: 15/05/2017