



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COMMON MARKET FOR EASTERN AND SOUTHERN AFRICA

AND THE

INDIAN OCEAN COMMISSION

This Memorandum of Understanding on Cooperation (hereinafter referred to as "Memorandum" or "MoU") is entered into between the:

COMMON MARKET FOR EASTERN AND SOUTHERN AFRICA (hereinafter referred to as "COMESA"), a Regional Economic Community established by a Treaty on 8 December 1994, with headquarters at the COMESA Centre, Kafue and Ben Bella Road, Lusaka, Zambia, of the one part; and the

INDIAN OCEAN COMMISSION (hereinafter referred to as the "IOC"), an intergovernmental organisation with headquarters at Ebène, Blue Tower, 3rd floor, Rue de l'Institut, Mauritius on the other part;

COMESA and IOC are hereinafter collectively referred to as the "Parties", and individually as a "Party";

WHEREAS COMESA is dedicated to achieving sustainable economic and social progress in all its Member States through increased co-operation and integration in all fields of Socio-economic development particularly in trade, customs and monetary affairs, transport communication and information technology, industry and energy, gender and social affairs, youth, agriculture, environment, and natural resources.

WHEREAS the IOC is an intergovernmental organisation made up of five (5) islands: the Union of the Comoros, France on behalf of Reunion, Madagascar, Mauritius, and the Seychelles. As a grassroots organisation, it works with respect for national sovereignty, based on subsidiarity of action and transparency with a view to responding to common issues and challenges in order to achieve the objectives of sustainable development in the region of the Indian Ocean.

WHEREAS the IOC's actions have a high added value for its member countries. A new strategic development plan covering the period 2023-2033 under the theme "A Shared Indian Ocean" seeks to establish a new framework for cooperation over the next 10 years, while complying with the United Nations Sustainable Development Goals (SDGs) and the Global Climate Agreement.

MINDFUL that the new strategic plan focuses on the preparation and management of common and regional public goods, with emphasis on governance, peace, stability and resilience.

CONFIRMING that the Member States' desire to increase their economic and trade cooperation, while at the same time boosting social inclusion through training and the strengthening of education systems in order to overcome the future challenges facing young people, their mobility and employability while ensuring food and health security.

CONVINCED that the promotion of a blue economy with high added value and island advocacy will be the cornerstones of this cooperation.

AWARE that both Parties can facilitate the implementation of joint actions in the field of cooperation and regional integration, in order to consolidate economic

development.

COMMITTED to defending the interests of island and landlocked States.

CONVINCED that cooperation between COMESA and IOC will strengthen the capacities of the Parties for advancing their respective objectives.

CONSEQUENTLY, the Parties agree to intensify their cooperation within the framework of this Memorandum of Understanding.

Article 1 Objective

This Memorandum of Understanding establishes a general non-binding framework for cooperation between the two Parties in the areas of interest defined below and strengthen the working relationship between the Parties.

Article 2 Areas of cooperation

The areas of cooperation will be as follows:

- (a) support for governance and regional stability;
- (b) enhancing regional trade and promoting an inclusive economy;
- (c) promoting sustainable development;
- (d) supporting and protecting people by preserving natural resources (land and sea);
- (e) stepping up action on maritime safety;
- (f) promoting the development of an ocean industry;
- (g) developing the blue and circular economy;
- (h) implementing joint programmes to mitigate the effects of climate change;
- (i) assistance in setting up a healthcare platform such as the platform SEGA One-Health;
- (j) promoting the creation of a regional public health institute;
- (k) contributing to capacity-building and promoting mobility and employability among young people by setting up a marine institute; and
- (l) strengthening young people's resilience to substance abuse.
- (m) development of cultural and creative industries

Article 3 Implementation of the Memorandum of Understanding

1. To ensure effective implementation, the Parties will identify areas for cooperation. The Parties will draw up an action plan with a clear timetable for implementation.

2. The Parties may enter into specific agreements relating to the financial arrangements for the implementation of the agreed activities.
3. The Parties will establish a Joint Committee (Implementation Committee) to oversee the implementation of this Memorandum of Understanding.
4. The Implementation Committee will be composed of technical staff from both organisations in the agreed fields.
5. The Parties will appoint their respective representatives to the Implementation Committee, 15 days after the date of entry into force.
6. COMESA will convene the first meeting of the Implementation Committee within 30 days of the appointment of the Committee, in order to start the implementation of the MoU by undertaking the activities of the Committee as described below.
7. The Implementation Committee is responsible for:
 - (a) identifying the specific actions to be implemented in each of the priority areas described in Article II above;
 - (b) facilitating implementation, monitor progress and report on the results of each programme; and
 - (c) the adoption of its own rules of procedure and shall meet alternatively or may be agreed on by the team.
8. The parties expressly acknowledge that this Memorandum of Understanding does not entail any financial obligation.

Article 4

Exchange of information

1. The Parties will keep each other regularly informed and shall consult each other on matters of common interest which, in their opinion, could lead to mutual cooperation.
2. The Parties may exchange information, documentation and grant each other access to databases on matters of mutual interest, in accordance with their respective administrative regulations on confidentiality and subject to the conclusion, between the Parties, of agreements necessary to preserve the status of confidential information.
3. The Parties will, at such intervals as deemed appropriate by them, convene meetings to review the progress of activities being carried out under the present MoU and to plan future activities.
4. As needed, COMESA representatives are invited to attend meetings of IOC bodies. Similarly, IOC representatives are invited to attend the annual meeting of the COMESA Authority.

Article 5 Resource Mobilization

1. The Parties will individually and jointly mobilize resources for the agreed activities and programmes.
2. The Parties may enter into specific agreements concerning the financial arrangements for implementing the agreed activities and programmes.

Article 6 Intellectual Property Rights

1. All intellectual property rights resulting from the pursuit of the objectives of this Memorandum of Understanding shall be owned jointly by COMESA and IOC. However, in cases where intellectual property and technology may result from the execution of a specific agreement, the intellectual property rights will be defined in that agreement. Any publication (report, press release, CD Expert System or publication) resulting from this collaborative initiative must reflect the joint efforts of both Parties.
2. Neither party will, under any circumstances, reproduce, copy or use the trade mark of the other party, or permit the use of that party's intellectual property by any third party, except with the prior written consent of that party.

Article 7 Confidentiality

1. Each Party will retain any confidential information or data recognized or designated as such which is obtained from the other Party in the course of implementing this Memorandum of Understanding.
2. The provisions of this Article will not apply to confidential information which:
 - (a) is or becomes generally available to the public (other than as a result of disclosure by the receiving party or its representatives in breach of this Article); or
 - (b) was available to the receiving party on a non-confidential basis prior to their disclosure by the disclosing party; or
 - (c) which the parties agree in writing is not confidential or may be disclosed.
3. Each party reserves all rights to its confidential information and may enter into a Non-disclosure Agreement where necessary.
4. No rights or obligations with respect to confidential information of either party are granted to the other party other than those expressly or impliedly set forth in this Memorandum of Understanding.

Article 8 Visibility and publications

1. Nothing in this Memorandum of Understanding will be construed as authorizing either party to use the name, logos, trademarks or other intellectual property of any other party. The use of such names, logos, trademarks or intellectual property shall be made only with the express written authorization of such party and in accordance with any applicable license or guidelines. Notwithstanding the foregoing, no additional permission will be required for the use of a party's logo or other mark in a public announcement approved in advance in writing by all parties.
2. Each party may publish its results independently, while acknowledging the contributions of the other party and the donors.

Article 9 Entry into Force and Duration

1. This Memorandum of Understanding takes effect on the date of its signature by both Parties and is valid for a period of five (5) years.
2. At the end of the duration of the MoU, a review may be jointly undertaken by the Parties to assess the need for extension.
3. The option to renew or extend the MoU shall be through an exchange of letters signed by the Parties.

Article 10 Termination

1. This Memorandum of Understanding may be terminated by mutual agreement of the parties or by one Party thirty (30) days' notice of its intention to terminate the agreement.
2. Termination of the Memorandum of Understanding shall not discharge a party from any obligations that shall have accrued during the operation of this MoU.

Article 11 Communication channels

Any notification under this Memorandum of Understanding will be in writing and all official communications to facilitate the implementation of this Memorandum of Understanding shall be addressed to:

For COMESA: Ms. Chileshe Mpundu Kapwepwe
Secretary General
Common Market for Eastern and Southern
Africa,
COMESA Centre, Ben Bella Road
P.O. Box 30051

Lusaka,
10101
ZAMBIA
Tel: (260 - 211) 229726/29
E-mail:
secgen@comesa.int Fax:
+260 211 227318

For the IOC: Prof. Vêlayoudom MARIMOUTOU
Secretary General
Indian Ocean Commission (IOC)
Blue Tower, 3^e floor
Rue de Institut 72201 –
Ebene
MAURITIUS
Tel: +230 4026100
E-mail: secretariat@coi-ioc.org

**Article 12
Modification**

Any amendment to this Memorandum of Understanding will be agreed upon by both Parties in writing, through an exchange of letters.

**Article 13
Dispute Resolution**

The Parties agree that disputes arising from the interpretation or implementation of the provisions of this Memorandum of Understanding will be settled amicably by negotiations between the Parties.

In witness whereof, the Parties to this Memorandum of Understanding, each acting through its duly authorised representatives, have signed this Memorandum of Understanding in two originals in the English and French languages on the date(s) indicated below.

For: COMESA

For: IOC

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Ms. Chileshe Mpundu Kapwepwe
Secretary General

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Prof. Vêlayoudom Marimoutou
Secretary General

Signed this 2024

Signed this.....2024