



# **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**

**M.1 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.

**M.2 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:

**M.3 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



