## **MEMORANDUM OF UNDERSTANDING**

#### 1. INTRODUCTION

This Memorandum of Understanding (MoU) is made and entered into this 7<sup>th</sup> November,2024 between the North-western Chamber of Commerce and Industry referred to as (NWCCI) located at Kunzubo Complex, Mushitala, Solwezi, Northwestern Province Zambia and the CAFE Angola - CÂMARA DE FOMENTO EMPRESARIAL, located at NIF no. 5000906662, based in Benguela Province hereinafter referred to as "CAFE."

## 2. MISSION

The aforementioned understanding has been established with the following intended mission in mind:

**North Western Chamber of Commerce** and **Industry and CAFE Angola** - **CÂMARA DE FOMENTO EMPRESARIAL** will engage in a collaborative relationship that is beneficial to members of both CAFE and NWCCI.

# 3. PURPOSE

The purpose of this MoU is to establish a framework for cooperation between NWCCI and CAFE to promote bilateral trade relations, enhance economic collaboration, and facilitate mutual business opportunities between the two regions.

Considering the importance of cooperation and the need to encourage investment along the Lobito corridor, the parties have agreed to the respective Memorandum of Understanding (MOU).

## 4. **OBJECTIVES**

- I. Promote the potential of the Lobito corridor through forums, fairs, symposiums, etc;
- II. Advocacy and lobbying support for investors in the Lobito corridor;
- III. Encourage investment along the Lobito corridor;

- IV. Institutionally strengthen companies wishing to invest by providing technical support, including legal support, tax information, information on business opportunities and viability, etc;
- V. To promote the strengthening of the institutional capacity of the members of both chambers;
  - VI. Facilitate exchanges, partnerships, and trade between companies based in Angola and Zambia;
  - VII. Promote actions that stimulate legislative initiatives, policies, and programmes to improve the business environment along the Lobito corridor;
- VIII. To present joint proposals through a consortium between the NWCCI and CAFE-Angola, so that the challenges facing investment along the Lobito corridor can be met.

## 5. JOINT ROLES AND RESPONSIBILITIES

By entering into this MoU, both parties agree to the following, note this is guidance rather than a definitive list:

- 5.1 Proactively share opportunities to partner on events and other activities in order to develop their respective profiles and to facilitate knowledge sharing;
- 5.2 Arrange for joint participation at various trade fairs and exhibitions;
- 5.3 Create a platform for regular dialogue to discuss areas of mutual benefit; and
- 5.4 Host webinars, featuring the other party for the benefit of their members.

## 6. <u>COORDINATION</u>

The parties agree to carry out various actions in a coordinated and duly agreed manner, without jeopardizing or cancelling the progress of the specific activities carried out by each party in its jurisdiction.

## 7. FINANCIAL RESOURCES

The general principle will be that each party is responsible for its own expenses relating to the implementation of the activities agreed in the programmes or projects. In the case of funding or financial support, the parties may have a joint bank account and the respective materialization of the fund will require consultation and consensus on its use.

The parties may individually or jointly mobilize material or financial resources to implement the objectives of the memorandum.

# 8. CONFLICT PREVENTION

The parties recognize that it is in their interest to minimize any potentially adverse effects related to the implementation measures of one party on the interests of the other party in the application of its policies and responsibilities.

The two parties will discuss with each other any issues arising from this memorandum of understanding, including those of interpretation or application of this memorandum of understanding, in as timely and feasible a manner as possible.

# 9. MEETINGS

The parties will endeavor to meet periodically when necessary in order to:

a) Discuss current issues, experiences, and new developments of mutual interest;

b) Exchange information and views on multilateral initiatives;

c) Exchange experiences and information through visits or equivalent initiatives.

## 10. DURATION

This memorandum of understanding shall have a duration of five years, beginning on the date of signature of the Memorandum, and renewed for equal periods if neither party wishes to terminate it.

# 11. EXISTING LAWS AND CONFIDENTIALITY OF INFORMATION

Nothing in this memorandum of understanding shall require either party to adopt any measure, or refrain from acting, in a manner inconsistent with laws in force in their respective jurisdictions, nor shall it require any change in such laws.

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No party shall be required to communicate any information to the other party if such communication is prohibited by the laws or regulations of the party holding the information, or if it is incompatible with the interests of that party in the application of its laws and regulations.

Both parties agree to maintain confidentiality regarding any sensitive information exchanged during the course of this collaboration unless otherwise agreed upon in writing.

# 12. AMENDMENTS

Any amendments or modifications to this MoU must be made in writing and signed by authorized representatives from both NWCCI and MCC.

## 13. TERMINATION

Either party may terminate this MoU with a written notice of 3 months if they believe that the objectives are not being met or if circumstances change significantly affecting their ability to fulfill their commitments under this agreement.

## 14. COMMUNICATION ON THIS AGREEMENT

Each party shall designate a contact person to whom information necessary for the proper execution of this memorandum of understanding shall be communicated. The parties will endeavor to notify each other promptly of any changes required to be made.

## 15. FINAL PROVISIONS

This memorandum of understanding will enter into force on the date of signature by the final signatory.

- I. The parties will apply the provisions of this memorandum of understanding on a voluntary basis.
- II. The recommendations of the memorandum of understanding are not intended to create rights or obligations under international law,

- III. Each of the parties, including the representatives of each institution, shall be responsible for its acts or omissions in carrying out the effective implementation of this MOU, and shall bear the damages resulting from its negligent actions or violations of this MOU.
- IV. Neither party has the authority to make decisions on behalf of the other party or to enter into any commitment on behalf of another.
- V. In the event of a dispute, controversy, or complaint, the parties shall endeavor to reach an agreement by means of direct negotiations by the signatories of the aforementioned MOU.

Signed in duplicate, on the7<sup>th</sup> day of November, 2024 at Solwezi, Zambia

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 WESTERN CHAMBER COMMERCE,
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