

MEMORANDUM OF UNDERSTANDING

Entered into by and between

BOTSWANA EXPORT DEVELOPMENT AND INVESTMENT AUTHORITY

And

BOTSWANA BUREAU OF STANDARDS

MEMORANDUM OF UNDERSTANDING

Entered into by and between

BOTSWANA EXPORT DEVELOPMENT AND INVESTMENT AUTHORITY

(Herein referred to as '**BEDIA**')

Herein represented by **Mrs. Dorcas Makgato-Malesu** in her capacity as

Chief Executive Officer

of the **Botswana Export Development and Investment Authority**

duly authorized thereto on the other part;

And

BOTSWANA BERUAU OF STANDARDS

(Herein referred to as "**BOBS**")

Herein represented by **Mrs Masego BB Marobela** in her capacity as

Managing Director

of the **Botswana Bureau of Standards,**

duly authorized thereto on the one part;

AND WHEREAS Both BEDIA and BOBS (Hereinafter referred to as parties) herein referred to as the parties, aiming at strengthening their relations have agreed to sign this Memorandum of Understanding to promote mutual cooperation for expansion of trade and investment and other forms of economic co-operation between BEDIA and BOBS so far as their Memorandum of Understanding does not prejudice either party's obligations, national business interests and national regulations.

AND WHEREAS the parties are desirous of entering into an Agreement of mutual cooperation;

AND WHEREAS the parties desire that the terms of their Agreement be reduced to writing.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. COMMENCEMENT AND DURATION

- 1.1 Notwithstanding signature hereof, this agreement shall be deemed to have commenced on the**2011** and shall continue for a period of two years renewable for the same period unless cancelled by the mutual agreement of both parties, by either party giving each other a notice period of sixty (60) days. Terms and conditions will be reviewed annually and as and when the need arises.

2. OBJECTIVES OF THE AGREEMENT

The parties undertake to jointly work together to achieve the following;

- 2.1 To design standardized processes, policies and procedures of referral for clients to and from both parties consistent with this MOU.
- 2.2 To identify and deliver appropriate entrepreneurship and skills training, monitoring and mentoring for entrepreneurs and enterprises.
- 2.3 Organising of joint training programs, conferences, symposiums and meetings in various specialities taking into account the need to increase awareness of both party's services in identified priority export sectors.

- 2.4 Where possible to standardize the delivery of services to entrepreneurs and enterprises assisted by both parties.
- 2.5 Joint cooperation in undertaking of export and investment promotion activities.
- 2.6 Promotion of commercial cooperation - Participation in trade fairs organized by each respective organisation sponsoring private companies or entrepreneurs. The parties on a reciprocal basis will endeavor to promote and provide the necessary support to the private enterprises through training, development programs, trade fairs and exhibitions organised by either party.
- 2.7 Exchange of economic and commercial information – Where possible both parties agree to establish a regular reciprocal exchange of publications of both institutions, data bases regarding company portfolio and, relevant information which might enable analysis of the correspondent market to evaluate the existing business opportunities and to further develop trade links.

3. DUTIES OF THE PARTIES

In the performance of the services under this Agreement, both parties shall at all times

- 3.1 Exercise all reasonable skill, care and diligence in the discharge of their duties under this MOU.
- 3.2 Conform to sound business practice and professional standards.
- 3.3 Cooperate with one another and shall not impede the proper performance of services under this Agreement.

- 3.4 Neither party shall disclose the information which has or may come into its possession in connection with this agreement or performance of its obligations hereunder, which information is deemed to be confidential and may not be disclosed to third parties without the prior written consent of the other party.
- 3.5 Both parties shall cooperate fully with all clients concerning the operation of this MOU.

4. MAIN FEATURES OF THE BEDIA AND BOBS MOU

4.1: Enterprise Identification

The parties will help each other on a yearly basis to identify fifteen (15) entrepreneurs and/or enterprises that could be assisted and developed, so that their products or processes at least comply to international standards

4. 2: Enterprise development

- Where possible, the parties will collaborate on designing and delivering training programs and interventions that will enable entrepreneurs and enterprises to be more competitive and export ready with acceptable product standards.
- Where possible both parties to jointly work on the existing BEDIA Export Development Program
 - BOBS to assign one office who can work with BEDIA on the Export Development Program.
 - Where possible BOBS to deliver a training module for the companies in the Export Development Program and impart knowledge about the importance of product certification.

4.3: Client Referrals

Both parties agree to refer clients to each for assistance cognizant of the individual mandates of the parties.

4.4: Lobbying for legislative and policy reform affecting enterprises

The parties undertake to jointly lobby for legislative and policy reforms that affect private sector as well as invite each other to forums that address legislative reforms.

5. CONFIDENTIALITY

- 5.1 All the parties and their employees or agents agree to observe strict confidentiality in respect of all work performed and matters encountered in the course of the work unless otherwise specifically authorized by the other party in writing, and confirms that copyright in all such work shall rest with the owner of the work.
- 5.3 Both parties agree that all rights, titles, and interests in any Intellectual Property jointly developed shall be jointly owned, unless specifically agreed otherwise by the parties and in writing.

6. LIABILITY

- 6.1 All statements, findings, or recommendations published in any report, or made in the course of implementation of the agreement shall be made in utmost good faith by all the parties to the agreement, who undertake that they shall be true and correct to the best of their abilities and will be based on available information.
- 6.2 The parties indemnify each other against any or all claims, damages and expenses or costs in the event of any claims, damages and expenses as a result of gross negligence, fraud, willful default, criminal action or breach of this agreement by the other party, its employees, representatives or agents.

7. NATURE OF RELATIONSHIP

7.1 Nothing in this MOU creates a joint venture, relationship of partnership or agency between BOBS and BEDIA. Accordingly, except as expressly authorized under this agreement neither party has authority to pledge the credit of or make any representations or give any authority to contract on behalf of another party.

8 ASSIGNMENT OR CESSION

8.1 Neither party shall cede, assign, or delegate any of its obligations under this agreement whether in part or whole without the prior written consent of the other party which shall not be unreasonably withheld or delayed.

9. DOMICILIA CITANDI ET EXECUTANDI

The parties hereto choose as their domicilia citandi et executandi for all purposes hereunder the addresses set forth below:

BOBS: Botswana Bureau of Standards
Private Bag BO 48
Gaborone
Botswana

BEDIA: Botswana Export Development and Investment Authority
P.O. Box 3122
Gaborone
Botswana

or at such other address of which the party concerned may notify the other(s) in writing, provided that no physical address mentioned in this sub-clause shall be changed to a post office box or poster restante.

Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication received by one of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

**14. THUS SIGNED AND DATED AT GABORONE THISDAY
..... (MONTH) 2011**

.....
MANAGING DIRECTOR
For/BOBS

AS WITNESSES:

1.
2.

THUS SIGNED AND DATED AT GABORONE THIS, 2011

.....
CHIEF EXECUTIVE OFFICER
For/ BEDIA

AS WITNESSES:

1.
2.