



## MEMORANDUM OF UNDERSTANDING

between

THE COMMON MARKET FOR EASTERN AND SOUTHERN AFRICA (COMESA)

and

THE GOVERNMENT OF WESTERN AUSTRALIA

On

COOPERATION IN THE FIELD OF

MINERAL AND PETROLEUM RESOURCES, AGRICULTURE, VOCATIONAL  
TRAINING AND CAPACITY BUILDING

### PREAMBLE

The Common Market for Eastern and Southern Africa (COMESA) and the Government of Western Australia (the "**Parties**"),

*Desirous* of developing and reinforcing their cooperation in the fields of mineral and petroleum resources, agriculture and agribusiness, vocational training and capacity building on the basis of this Memorandum of Understanding ("**MOU**");

This MOU establishes a framework for this cooperation concerning mineral and petroleum resources, agriculture, vocational training and capacity building on subjects of mutual interest.

The parties have reached the following understanding:

#### 1. Purpose

The purpose of this MOU is to establish a working relationship between the Parties based on equality, overall reciprocity and mutual benefit.

#### 2. Objectives

The objectives of this MOU are:

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To establish a basis for development of vocational training and capacity building in mineral and petroleum resources, agriculture and agribusiness:

To promote investment in vocational training and capacity building in the fields of mining and petroleum exploration and development, and agriculture and agribusiness: and

To encourage and foster investment generally as well as specifically in the area of transfer of mining and petroleum related technology in the 19 COMESA member states and Western Australia.

### **3. Scope of Cooperation**

Cooperation under this MOU may include the following areas of interest where appropriate:

Information sharing on the development and administration of mining and petroleum policies, legal and regulatory frameworks in COMESA Member States, particularly in the areas of development of title management systems, special agreements, ownership of minerals, administration of royalty regimes, community development agreements and regulation of safety and environmental performance;

Technology transfer , services and supplies related to prospecting, exploration, extraction , beneficiation and value addition of mineral and petroleum resources in the Parties' respective jurisdictions;

Training and human resources development in geosciences and the regulation of minerals and petroleum sectors;

Promotion strategies for investment in minerals and petroleum and the development of linkages;

Exchange of high-level experts' in mineral and petroleum exploration, research and development, innovation, business and investment opportunities;

Promotion of joint ventures in mineral exploration and geological survey work and on mineral deposits and petroleum resources;

Promotion of information sharing on research and development;

Encouragement of exchange of faculty, researchers and graduate students at the tertiary level;

Development of strategies for acquisition and management of geo-informatics, particularly spatial data and related information including mining title and administration systems and easily accessible geological data and information;

Exchange of information on safety and environmental regulation, policies, procedures, technologies and services, including sustainable development technologies;

Development of agriculture and food security projects in support of economic diversification and sustainability in regions where mining project development is occurring;

Development of practical biosecurity strategies to minimise crop and livestock production losses from pests and diseases, and minimisation of supply chain losses; and

Other areas of interest as may be mutually agreed from time to time by the Parties.

#### **4. Structure of Cooperation**

The Parties shall establish a Joint Working Group to identify opportunities and plan and coordinate the implementation of the areas of cooperation under this MOU.

The Parties endeavour to arrange that members of the Joint Working Group, including the respective contact persons described in Appendix A ("The Contact Persons"), shall meet within 3 months following the date of commencement of this MOU to initiate discussions on the implementation of this MOU and develop recommendations to the Parties with respect to those matters set out in Appendix B.

The Parties shall ensure that all decisions of the Joint Working Group are made on the basis there are no objections. Where a unanimous position cannot be achieved and further action is required, the Dispute Resolution process will be applied.

The Joint Working Group shall meet at least once a year and shall be held alternately in a COMESA member state and Western Australia.

The Parties shall ensure that all decisions and progress of the Joint Working Group are communicated to the senior officers of the COMESA Secretariat and the Departments of State Development, Agriculture and Mines and Petroleum of Western Australia.

## **5. Dispute Resolution**

The Parties shall resolve all disputes arising from the application and the interpretation of this MOU through consultation between the Contact Persons.

All disputes that cannot be resolved through consultations between the Contact Persons will be settled by way of amicable negotiations between the COMESA Secretariat and the WA Department of State Development representing the Government of Western Australia.

## **6. Limitations on Activities**

The Parties acknowledge that activities under this MOU are subject to the availability of funds and personnel, and to the laws and regulations of their respective jurisdictions.

## **7. Financial Arrangements**

The parties shall individually and jointly mobilise resources as appropriate for the implementation of activities and programmes under this MOU.

## **8. Third Party Involvement**

For cooperation requested by either of the Parties that extends to subjects outside the special expertise of the Parties, upon mutual written consent, the Parties may endeavour to include the participation of other appropriate organizations in the development of, and participation in, activities within the scope of this MOU.

## **9. Status of MOU**

This MOU does not create any legally binding obligations between the Parties.

This MOU supersedes all prior agreements and understandings between the Parties or their predecessor organizations.

## **10. Duration and Entry into Force Term, Renewal and Termination**

This MOU shall become effective on the date of its execution by the Parties and shall subject to clause 12 remain in place for five (5) years, unless extended or terminated by mutual agreement of the parties.

## **11. Amendments**

The Parties may amend or extend this MOU upon their mutual written consent.


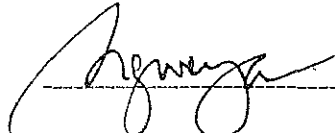
## **12. Termination**

Either party may terminate this MOU at any time by giving three (3) months written notice to the other Party.

13. Survival of Obligations after Termination

Termination of this MOU will not affect the implementation of or prior funding commitments to any on-going projects agreed between the Parties.

Signed at LUSAKA, ZAMBIA on this 31<sup>ST</sup> day of JANUARY, 2014, in three originals each Arabic, English and French languages, each version being equally valid. In case of any divergence in interpretation, the English text shall prevail.

For COMESA	For the Government of Western Australia
	
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## Appendix A: Contact Persons and Notices

(Contact Persons are the first members of Joint Working Group and are as set out below)

For the COMESA Secretariat:

Name: The Person occupying the office of Director of Investment and Private Sector Development  
Title: Director of Investment Promotion and Private Sector Development  
Address: COMESA Secretariat, Ben Bella Road, COMESA Centre, Lusaka/  
Zambia  
Telephone: +260 211 229725/32  
Fax: +260 211 227318  
E-mail: [secgen@comesa.int](mailto:secgen@comesa.int)

For the Department of State Development of Western Australia

Name: The person occupying the Office of the Deputy Director General  
Title: Deputy Director General Address: DMP at 100 Plain Street, EAST  
PERTH, Western Australia 6004  
Telephone:  
Fax:  
E-mail:

Each party may replace its contact person on written notice to the other party.

Any notice provided under this MOU may be given by courier, personal delivery, fax or e-mail to the respective Contact Persons.

## Appendix B: Joint Working Group

1. Matters to be addressed by the Joint Working Group, with respect to which recommendations will be made to the Parties for approval and further action by the Joint Working Group or others approved by the Parties, shall include:
  - a. The most appropriate size and composition of the Joint Working Group;
  - b. The frequency and timing of the Joint Working Group meetings, which shall occur no less than annually and shall be held alternately in a COMESA member state and Western Australia;
  - c. A work plan for achievement of the objectives of this MOU, which as far as possible shall include milestones, target dates and parties (by category or specific entity) involved at each stage of the work plan, including nature and composition of subcommittees as appropriate;
2. Travel, accommodation and meal costs of each member of the Joint Working Group shall be borne by the Parties or other entity which has designated the member as its representative on the Joint Working Group. Costs of rooms, communications equipment and other facilities required for meetings of the Joint Working Group shall be borne by the Party hosting the meeting.