

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AFRICAN UNION

AND

THE AFRICA INDIA ECONOMIC FOUNDATION

**[Promotion of Africa – India, MSMEs, Private and
Public Sectors Relations]**

March 2023



Preamble

This Memorandum of Understanding (hereinafter referred 'MoU') is made between the African Union represented by the African Union Commission (hereinafter referred to as "AUC") acting through the Economic Development, Trade, Tourism, Industry and Minerals Department (hereinafter referred to as 'AUC-ETTİM') with its principal place of business at Roosevelt Street, Addis Ababa, Ethiopia located at the Headquarters of the AU of the one part;

AND

The Africa India Economic Foundation (hereinafter referred to as 'AIEF') having its Principle place in 292 Avvai Shanmugam Road, Gopalapuram, Chennai 600086, India on the other part.

HEREINAFTER Jointly referred to as 'Parties to this MOU;

WHEREAS the AU is an Inter-governmental Organization established by the African Union Constitutive Act of 2000 with the objective, among others, of promoting sustainable development of African economies;

WHEREAS AIEF is an Institutional Mechanism established to integrate and promote knowledge, technology, industry, trade, commerce and investments between the private sectors and Micro, Small and Medium Enterprises (MSMEs) of India and all countries of Africa, with a focus on social development;

WELCOMING the close and substantial economic, commercial, investment and business ties between the Africa India Economic Foundation and the African Union and desiring to take these ties to ever greater heights;

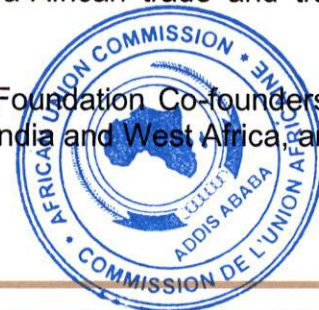
REITERATING the firm conviction that the growing economies of India and African countries and the gradual expansion of their domestic markets provide immense opportunities for stepping up commercial engagement, particularly between the private sectors on both sides;

DECLARING their determination to come together to explore ways and means as well as innovative mechanisms to enhance trade and investment relations between the Parties and in this context promote close engagement among the MSMEs of the Parties for mutual benefit;

RECOGNISING the important role of the Private Sectors and MSMEs in the economy of the Parties;

WELCOMING AfCFTA and the establishment of the African Continental Free Trade Area and the opportunities it affords to intra-African trade and trade between Africa and other countries;

RECOGNISING the role of Africa India Economic Foundation Co-founders in acting as a catalyst for setting up TEAM-9 between India and West Africa, and



RECALLING the African Union Summit decision in February 2020 to collaborate with the African and Indian private sectors, achieve the objectives of the African-India Partnership and establish an Africa India Business Centre complex in Mumbai, India;

DESIROUS of intensifying cooperation and collaboration between themselves and of establishing appropriate working arrangements for the satisfactory implementation of the MOU;

HEREBY AGREE AS FOLLOWS:

Article 1 **Objectives**

1. The overall objective of this MoU is to facilitate cooperation and collaboration between the Parties hereto, to establish the arrangements necessary to ensure effective cooperation between the Parties in areas of mutual interest as well as to setup the Africa India Business Centre (AIBC) complex in Mumbai and other regional centers.
2. Towards this end, the specific objectives of this MoU include:-
 - a. Contribute towards boosting of Africa-India trade Private and Public sectors relations;
 - b. Bring the Private sectors and the MSMEs of India and Africa closer for mutual benefit;
 - c. Support development cooperation between India and Africa Private sectors and MSMEs;
 - d. Enhance presence of African business entities in India and India business entities in Africa;
 - e. Facilitate technology transfer, training and capacity building to Africa;
 - f. Provide opportunity to realise full potential through knowledge economy and development; and
 - g. Strengthen the linkages between the business communities of India and Africa.

Article 2 **Scope of Cooperation**

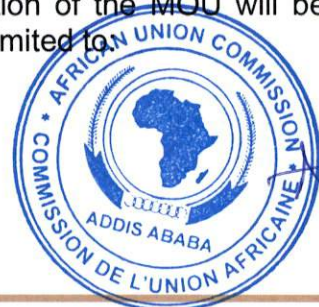
1. The scope of cooperation includes the **political will and guidance** of the ETTIM to the Africa India Economic Foundation (AIEF) in setting up an Africa India Business Centre (AIBC) complex in Mumbai and other regional centers, as per the objectives in Article 1.



2. To this end, they will, in accordance with the provisions hereinafter set forth, cooperate to implement a work program for the execution of activities set out in **Article 3** of this MOU. All activities carried out in the mentioned framework will be undertaken in accordance with the rules, regulations and procedures of the respective institutions.

Article 3 **Areas of Cooperation**

1. This MOU establishes the general framework of cooperation between the Parties in the following areas:
 - a. The AIEF will set up AIBC which will be a Multi stories complex in Mumbai and other regional centers with the **guidance** of the Department of ETTIM and will cover the following areas of cooperation.
 - b. The Africa India Economic Foundation (AIEF) will serve as a platform *inter alia* for enhancing trade and investment relations between the entrepreneurs and business entities of the Parties.
 - c. In particular, AIEF will provide a suitable location in the AIBC complex for Trade Representatives from African countries to set up their offices as well as provide space for business and industry-related African bodies/ entities to have a presence in India.
 - d. AIEF will coordinate with the various Chambers of Commerce and Industry, industry bodies and MSMEs of the two sides and assist potential traders and investors in establishing commercial relations in each other's territories.
 - e. AIEF will provide space in AIBC and facilities for housing Trade Representations of interested African countries at their request and on terms and conditions to be mutually agreed upon.
 - f. AIEF will also provide space for business entities and Chambers of Commerce, business entities etc. of Indian, African and United Arab Emirates (UAE) at their request on terms and conditions to be mutually agreed upon and to conduct meetings, conferences, business events and other related activities.
2. The Parties further agree to cooperate in any other areas of mutual concern as may be necessary to achieve the objectives of this MOU and to this end may enter into Supplementary Agreements.
3. A Joint Action Plan (JAP) for the operationalization of the MOU will be developed between the parties, including but not limited to:
 - a. Staff Secondment arrangements;
 - b. Specific subject areas and activities;



- c. Timeframes for all activities;
- d. Review and evaluate activities implemented and progress made.

ARTICLE 4

Modalities of Cooperation

1. In order to ensure the implementation of this MOU, the Parties will agree on the details of a collaborative framework for purposes of:
 - a) Africa India Economic Foundation (AIEF) will be the principal private sector participant in the activities in AIBC, which is a voluntary and private-led initiative duly **guided** by the ETTIM Department.
 - b) AIEF will coordinate in securing financing, including from the Trade Representatives of UAE and from their business sector, for the establishment and construction of the premises of AIBC and also maintain a Secretariat with staff for the smooth functioning of its activities.
 - c) The Secretariat of AIEF will be headed by a person with appropriate and relevant background, to be selected and appointed by the Parties.
2. The cooperation between the Parties is established on the basis of a set of mutually agreed upon principles and guidelines consistent with the relevant rules and regulations of the AU and AIEF.

ARTICLE 5

Exchange of Information and Intellectual Property

1. The sharing of confidential information in connection with this MoU shall at all times be conducted in conformity with the laws, rules and regulations of India and the Africa Union as applicable.
2. Any intellectual property in connection with the activities under this MoU shall be jointly owned by the Parties unless otherwise specified and agreed upon. The protection of intellectual property rights shall be enforced in conformity with the laws, rules and regulations in force in India and the African Union, as appropriate, and in accordance with relevant international agreements.
3. Subject to Article 5.1 above, any form of reproduction, dissemination, copying, disclosure, modification, distribution or publication of the shared information belonging to one Party will only be undertaken with prior written consent of that Party.



ARTICLE 6
Implementation Mechanism

1. AIEF will finalise the modalities, support and oversee the establishment of the Business centre in Mumbai, India as per the guidelines and rules of the State and in consultation with the AU that may be necessary for the smooth running of their cooperation.
2. The Parties to the MoU will cooperate to ensure the establishment of the Business Centre complex in Mumbai India, and other.
3. The Parties may take ancillary administrative measures that may be deemed necessary for the implementation of this MOU.

ARTICLE 7
Cost-sharing & Financial Arrangements

Each Party will bear the costs and expenses relating to, or arising from, its participation in activities undertaken pursuant to this MOU.

ARTICLE 8
No Liability

To avoid ambiguity, this MoU does not impose any legal obligations on either party, nor will performance or non-performance under this MOU impose any monetary liability on either party but rather an expression of their desire to collaborate in the identified fields.

ARTICLE 9
Duration

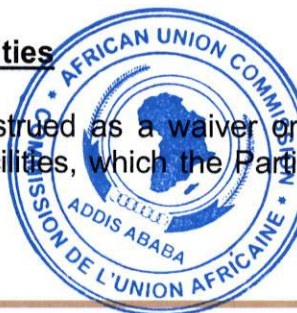
This MOU will remain in force for an initial period of three (3) years unless terminated in accordance with the provision of Article 13.

ARTICLE 10
Supplementary Arrangements and Amendments

1. The Parties to the MoU may by mutual agreement through a simple exchange of letters, enter into supplementary arrangements within the scope of this MoU, or amend any provisions contained therein.
2. Supplementary arrangements to the MOUs will be made on the basis of tangible and evidence-based satisfactory performance against the stated areas of cooperation and value addition to the Parties.

ARTICLE 11
Privileges, Immunities and Facilities

1. Nothing in this MoU may be interpreted or construed as a waiver or a modification of the privileges, immunities and facilities, which the Parties



enjoy by virtue of the international agreements and laws applicable to the Parties.

2. The MoU shall be governed and interpreted in accordance with international law.

ARTICLE 12

Assignment or Transfer to Third Parties

The responsibilities of the Parties under this MoU are not assignable or transferable. Any attempt to transfer or assign is void unless there is prior written approval of the Parties.

ARTICLE 13

Entry into Force and Termination

1. The MoU will enter into effect from the date of its signature by the duly authorized representatives of the Parties and will remain in force unless terminated by any Party by giving three months' notice at any time.
2. Such termination will take effect as of the date specified in the termination notice, provided that the provisions contained herein will remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to ongoing cooperation activities.

ARTICLE 14

Effect and Settlement of Disputes

1. The MoU is intended to provide an overall framework of collaboration between the Parties and does not confer any obligation or commitment enforceable by law.
2. The Parties shall resolve amicably any differences relating to or arising out of the interpretation or execution of this MoU.

ARTICLE 15

Channel of Communication and Notice

1. For the purpose of this MoU, the Parties will, in writing, designate focal points for all correspondence.

a) *for AU:*

Dr. Jean Dennis Gabikini,
Head of Integration and Trade
Economic Development, Integration and Trade
Directorate
Department of Economic Development, Trade,
Tourism, Industry and Minerals (ETT/IM)
African Union Commission
P.O. Box 3243
Addis Ababa, Ethiopia



b) for AIEF

M P Bhama,
Executive Secretary to Chairman & Co-Founder
Africa India Economic Foundation
292 Avvai Shanmugam Road
Gopalapuram, Chennai - 600086, India
Mob:+91 9962731957
Email: aief@teamaief.com
bhama@teamaief.com

2. Any notice, request or other communication under this MOU will be in writing and will be deemed to have been duly given or made when it has been delivered by hand, mail, cable, telex, facsimile or e-mail, as the case may be, by either Party to the other at the address specified in the MOU or such other address as either Party may notify to the other Party.

ARTICLE 16 **Confidentiality**

The sharing of confidential information and to protect intellectual property rights in connection with this MoU shall at all times be conducted and enforced in conformity with international laws.


ARTICLE 17 **Miscellaneous Provisions**

This MoU constitutes the whole of the collaboration between the Parties in respect of the subject matter.

IN WITNESS WHEREOF, the undersigned duly authorised for this purpose by the respective Parties, thereto have signed this MoU done in English.

Done in two originals at Addis Ababa, Ethiopia on this 17th day of March 2023.

For the African Union



H.E. Amb. Albert Muchanga
Commissioner for Economic
Development, Trade, Tourism, Industry
and Minerals Department

**For the Africa India Economic
Foundation**




Mr. Guruswamy Rithinavelu
Chairman & Co-Founder