

MEMORANDUM OF UNDERSTANDING
BETWEEN
MALAWI INVESTMENT PROMOTION AGENCY
AND
CONFEDERATION OF INDIA INDUSTRY

PREAMBLE

The Malawi Investment Promotion Agency (MIPA) and the Confederation of India Industry (CII) (hereinafter referred to as the “Contracting Parties”)

AWARE of the prevailing opportunities in trade and investment existing in the Republic of Malawi and the Republic of India; and

CONSIDERING that the Contracting Parties have expressed the desire to adopt a framework of cooperation on the basis of equity and mutual benefit, providing for staff exchange visits, attachments and information sharing.

CONVINCED that the cooperation of the Contracting Parties, will be to the mutual benefit of their respective countries’ economic and social development in general and the expansion of trade and investment in particular.

RECOGNISING the need to assist and facilitate individual business initiative from the Contracting Parties with a view to the economic prosperity of the two countries.

WHEREAS the Contracting Parties hereby establish a relationship for the purpose of promoting Industrial development, trade and the facilitation of the investment process in their respective countries.

Have agreed as follows:

ARTICLE 1

The Contracting Parties shall, subject to the laws, regulations and procedures in force in their respective countries, take all appropriate measures to facilitate, strengthen and promote cooperation between the Contracting Parties to promote and further strengthen the bilateral relationship between the two countries.

ARTICLE 2

The Contracting Parties shall endeavour to undertake studies to determine the support which might benefit their respective members under this understanding, and which could develop into specific programmes.

ARTICLE 3

The Contracting Parties shall encourage and provide necessary assistance to the relevant enterprises and organisations of each country to explore the scope for short and long term arrangements in investment.

ARTICLE 4

The Contracting Parties agree to exchange information on products and industrial processes that may be available, industrial training, sources of financing, offers and requests for joint ventures and licensing and identification of possible partners.

ARTICLE 5

The Contracting Parties shall encourage and promote the cooperation of each other through a number of programmes including the following:-

- a) Staff exchange programmes and attachment in respective organisations with the aim of information sharing, staff development and acquisition of new skills in the discipline of investment promotion and industrial development.
- b) General information sharing to assist the business communities in the two countries for their investment decisions.

- c) Share information on all economic and commercial matters with regard to India and Malawi and on specific industrial sectors of both countries and on those requested by either of the Contracting Party.
- d) Facilitation of individual business initiatives including investment missions by ensuring the provision of adequate information and investor service.
- e) Any other programme as agreed in writing by the Contracting Parties.

ARTICLE 6

The Contracting Parties agree to support activities such as seminars, courses and conferences by Indian and Malawian specialists in India and in Malawi in those industrial sectors agreed upon between Contracting Parties as well as to promote those events through their publicity media.

ARTICLE 7

The Contracting Parties shall endeavour to provide for office space and working facilities during staff exchange programmes and attachments. They shall also arrange for all necessary entry and exit visa, exchange permits and any other documents required for any visitation to be undertaken by officials of the Contracting Parties.

ARTICLE 8

The Contracting Parties agree to provide full cooperation to each other in the promotion of Trade Fairs, Investment Missions and exhibitions both in Malawi in India.

ARTICLE 9

Any dispute that may arise from the interpretation of this Agreement shall be resolved through diplomatic channels.

ARTICLE 10

At any time this MOU is in force, either Contracting Party may propose in writing amendments thereto and to which the other Party will reply within three months upon receipt of such notice. Any alteration or modification of this MOU shall be done without prejudice to the rights and obligations from this MOU prior to the date of such alteration or modification until such rights and obligations are fully implemented.

ARTICLE 11

This MOU shall come into force when both Contracting Parties have signed the same and communicated to each other that they have concluded the internal formalities and shall be valid for a period of five (5) years. Thereafter, it shall automatically be extended for similar periods unless, within a minimum period of three (3) months prior to the expiration of the current period of validity, either Contracting Party gives to the other a written notice of its intention to terminate the MOU.

ARTICLE 12

The Parties undertake to act in good faith with respect to each other's rights under this MOU and to adopt all reasonable measures to ensure the realisation of the objectives of this MOU.

IN WITNESS WHEREOF, the undersigned, duly authorised thereto by their respective Agencies, have signed this MOU.

Done at in duplicate, this day of
in English Language, all texts being equally authentic. In case of any divergency of interpretation, the English text shall prevail.

**FOR AND ON BEHALF OF
MALAWI INVESTMENT PROMOTION AGENCY**

By: _____
Authorised Representative

**FOR AND ON BEHALF OF
CONFEDERATION OF INDIA INDUSTRY**

By: _____
Authorised Representative