



**MEMORANDUM OF UNDERSTANDING ON TRADE AND
ECONOMIC COOPERATION**

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF MALAWI

AND

THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN

10 JUNE 2021

This Memorandum of Understanding is made at **JUBA, SOUTH SUDAN** on **10TH JUNE 2021**, between the Government of the Republic of Malawi and the Government of the Republic of South Sudan (jointly referred to as “the Parties” and individually as “the Party”)

PREAMBLE

WHEREAS the Parties recognize the importance of enhancing friendship between the Governments and the peoples of Malawi and South Sudan;

AND WHEREAS the Parties are desirous of developing the economic and trade cooperation between the two countries on the basis of equality and mutual benefit:

The Parties hereby undertake as follows -

Article 1

Objective

The Parties undertake to do the utmost, in conformity with the laws in force in their respective countries, to –

- (a) develop trade in goods and services as well as economic relations between the two countries; and
- (b) encourage corporations and enterprises of their respective countries to cooperate in respect of trade, investment and other economic activities identified by the two Parties.

SG

 1

Article II

Areas of cooperation

The Parties will cooperate in –

- (a) facilitating the import and export of goods and services;
- (b) facilitating investments between the two countries;
- (c) promoting joint ventures and contractual business ventures in each other's countries by enterprises of the two countries; and
- (d) for purposes of article II, the Parties will, if necessary, conclude detailed agreements within the MoU.

Article III

Applicable Duties and Taxes

In order to promote trade development between the two countries, both Parties will grant each other special treatment to be determined and specified by joint technical trade committee taking into account our commitment to Tripartite and AfCFTA agreements in matters relating to

- (a) customs duties and all other charges applicable to importation and exportation of goods; and
- (b) internal taxes and other levies of any kind applicable directly or indirectly to imported goods.

Article IV

Payment

Payments to be made pursuant to any agreements entered into and contracts signed between corporations and enterprises of the Parties within the scope of this MoU will be made in any freely convertible currency or any other currency

SG



with mutual consent in conformity with domestic laws of exchange controls in force in each country.

Article V

Trade and Investment Promotion

1. In order to facilitate and promote the development of trade and transactions under this MoU, the Parties will in accordance with their respective laws, encourage mutual visits of entrepreneurs from both countries to hold exhibitions and attend trade fairs in each other's countries, and provide necessary facilities to this end.
2. The Parties will in conformity with the laws and regulations in force in their respective countries encourage investments by allowing corporations and enterprises in each other's countries to set up branches in their respective countries and provide necessary facilities to this end.

Article VI

Trade Facilitation

The Parties will encourage and facilitate cooperation in the fields of inspection, testing, certification, standards and metrology to facilitate bilateral trade. This cooperation will include:

- (a) greater use of international standards and conformity assessment procedures related to inspection and conformity assessment of the bilateral trade between the Parties;
- (b) developing agreements on mutual recognition on conformity procedures in sectors of mutual economic interests in both the regulatory and voluntary spheres;
- (c) encouraging the development of links between relevant authorities in areas of inspection and accreditation in Malawi and South Sudan; and
- (d) Coordination in pest and disease control, plant and animal health and conformity to food safety and standards.

Article VII

Joint Committee on Trade and Economy

1. There is hereby established a Joint Committee on Trade and Economy (herein referred to as the 'Joint Committee') which will comprise of representatives of both Parties.
2. The Parties will after consultation with each other, determine the level of representation and submit to each other their respective representatives to the Committee.
3. The Joint Committee will have the following functions –
 - (a) supervising the implementation of this MoU;
 - (b) discussing and exploring the measures and the means of strengthening and expanding trade and investment between the two Parties; and
 - (c) Settlement of any issues that may arise during the implementation of this MoU, through negotiations.
4. Members of the Joint Committee and level of meetings of the Joint Committee will be decided by Parties. On mutual agreement, the Joint Committee will hold meetings in Lilongwe and Juba alternatively.

Article VIII

Competent Authorities

The competent authorities responsible for the implementation of this MoU will be the Ministry of Trade of Malawi and Ministry of Trade and Industry of South Sudan.

SG



Article IX

Dispute Resolution

Any dispute that may arise out of the interpretation, application, amendment or implementation of this MoU shall be settled amicably through consultations or negotiations between the Parties.

Article X

Entry into Force, Duration and Review

1. This MoU will enter into force when both Parties have notified each other in writing through the diplomatic channels that their respective national legal requirements have been met.
2. This MoU will be automatically renewed for subsequent period of five years unless either party invoke the termination as per Article XI.
3. This MoU may be reviewed and amended by mutual consent of the Parties through the exchange of notes between the Parties through their respective diplomatic channels and such amendment will become a constituent part of the MoU.

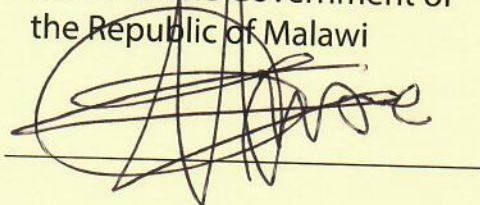
Article XI

Termination

1. Either Party may terminate this MoU by giving the other Party twelve months' notice of intention to terminate.
2. The termination of this MoU will not affect the completion of any program or project prior to the termination thereof or the full execution of the activity that has not been fully executed at the time of the termination, unless otherwise agreed upon by the Parties

The undersigned, being duly authorized representatives of the Parties, have on the date hereinabove indicated, caused this MoU to be signed in duplicate in English language, both copies being mutually authentic.


Signed for and on
behalf of the Government of
the Republic of Malawi



Hon. Sosten Gwengwe M.P
MINISTER OF TRADE,
REPUBLIC OF MALAWI

Date: 10th June 2021

Signed for and on
behalf of the Government of
the Republic of South Sudan



Hon. Kuol Athian Mawien
MINISTER OF TRADE AND
INDUSTRY,
REPUBLIC OF SOUTH SUDAN

Date: 10.6.2021

