



Universiteit
Leiden

MEMORANDUM OF UNDERSTANDING

BETWEEN

EAST AFRICAN COMMUNITY COMPETITION AUTHORITY

AND

EUROPA INSTITUUT OF LEIDEN UNIVERSITY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made on the 4th day of April 2024 between **the East African Community Competition Authority ("the Authority")**. The Authority is an institution of the EAC established by Section 37 of the EAC Competition Act, 2006 and whose address is P. O. Box 1096, Arusha, Tanzania which expression shall, where the context so admits include its successors and assigns, on the one part;

AND

The Europa Instituut of Leiden University, an independent legal entity which forms part of Leiden Law School, Leiden University and whose address is Steenschuur 25, 2311 ES, Leiden, the Netherlands which expression shall, where the context so admits include its successors and assigns, on the other part;

WHEREAS EAC is an intergovernmental Organisation established by the Treaty for the Establishment of the East African Community to strengthen the economic, social, cultural, political, technological and other ties between Partner States of the Republic of Burundi, Republic of Kenya, Republic of Rwanda, United Republic of Tanzania, Republic of South Sudan and Republic of Uganda for the strengthening and consolidation of co-operation in agreed fields that would lead to equitable economic development within the Partner States and which would in turn, raise the standard of living and improve the quality of life of their populations.

WHEREAS the Authority is mandated to promote and protect fair trade and providing for consumer welfare in the Community. The vision of the Authority, is competitive markets that enable inclusive economic integration for shared prosperity and consumer welfare in the EAC.

RECOGNISING that the Authority's mission is to promote fair competition and protect consumers in support of regional economic integration in the EAC, through regulating market structure and conduct by participants; and building awareness and capacity in support of compliance with the EAC Competition Act.

CONSIDERING that the Authority considers mobilising resources to implement its mandate as one of its strategic actions, as recognised in the Treaty establishing the East African Community (Article 133), EAC Competition Act, 2006 and EAC Competition Authority Strategic Plan 2019/20 – 2023/24.

WHEREAS Leiden university and the Europa Instituut have as their core mandate to provide academic education including technological and professional education and to conduct research, and has a Law School offering training in competition policy regulation at various levels.

CONSIDERING Leiden University and the Europa Instituut established a Centre for Legal and Comparative Studies of the East African Community (LEAC). The objectives of the Centre are to comparatively apply its extensive expertise in EU law and European Integration to the EAC integration process. In addition to academic research

the LEAC aims to organize conferences, provide education to scholars, judges, civil servants and legal practitioners on EAC law and to generally contribute to the project of East African integration.

WHEREAS Leiden University and the Europa Instituut have inter alia as one of their objectives, to provide directly or in collaboration with other institutions of higher learning academic and professional education and studies; and participate in the discovery and transmission of knowledge and the stimulation of intellectual life and cultural development.

WHEREAS both Parties, in recognition of their complementary roles are mutually desirous to establish a foundation for meaningful partnership that would facilitate undertaking studies and training in the field thereby creating efficient markets outcomes and enhancing consumer welfare in the EAC, as well as stimulate research and teaching in these fields.

NOW THEREFORE the two Parties, in view of their common objectives have reached a mutual understanding to enter into a cooperative, non-binding, Memorandum of Understanding (MoU) in writing as follows:

ARTICLE 1: SCOPE AND OBJECTIVES OF THIS MOU

1. The Parties enter into this MoU as independent contractors and nothing herein contained shall be construed as establishing a partnership or joint venture between the Parties.
2. The Parties retain the right to enter into contractual arrangements with third parties for the execution of specific projects. Nothing in this MoU shall be prejudicial to such arrangements.
3. Except as expressly set out in this MoU, neither Party shall have an obligation to the other unless and until such obligation is set out in a Letter of Agreement signed by both Parties for a particular activity.
4. The Parties understand that while this MoU constitutes a statement of mutual intentions between the Parties, it does not constitute a legally binding obligation.
5. The overall objective of this MoU is to jointly develop mutual collaboration in the following areas:
 - a) joint application for grants, donations, funds for projects and programmes and technical assistance,
 - b) undertake studies and publication of the collaborative research,
 - c) organisation and facilitation of seminars, workshops and conferences of common interest including participation in areas related to competition in the markets, and
 - d) exchange of information and documentation.

ARTICLE 2: KEY AREAS OF COLLABORATION

For the purpose of this MoU, the areas of interest to both Parties are joint application for funding, undertake studies and training, but not limited to the following areas: -

- a) competition policy and law;
- b) consumer welfare;
- c) publication of results emanating from collaborative studies; and
- d) organisation and hosting of joint short-term training courses and conferences.

ARTICLE 3: FUNDING

1. Each Party will bear its own expenses and costs incurred in connection with this MoU.
2. The Parties shall jointly strive to attract funding for their collaborative studies through joint study proposals and grant applications.
3. Both Parties understand that:
 - a) financial arrangements shall be by mutual understanding; and
 - b) joint collaborative activities shall depend upon the availability of funds.

ARTICLE 4: OWNERSHIP OF EQUIPMENT

1. Equipment purchased in or donated to any jointly funded research project under this MoU shall be equitably shared on termination of the MoU, unless agreed otherwise.
2. Equipment donated to any Party for any project under this MoU shall remain the property of the Party on termination of the MoU, unless agreed otherwise.

ARTICLE 5: MUTUAL OBLIGATIONS

1. For the execution of this MoU, and in accordance with the principle of reciprocity both the Authority and Europa Instituut will each appoint an appropriate person to coordinate the implementation and management of the MoU.
2. Specific details of any activity will be set forth in a Letter of Agreement.
3. Under this MoU the parties agree to:
 - a) perform and honour each Party's respective duties and obligations for the furtherance of the objectives of the MoU;
 - b) mobilize resources for the implementation of this MoU;
 - c) participate in joint studies on issues of common interest;

- d) organise, facilitate and participate in conferences, workshops and seminars and other capacity building initiatives in matters linked to competition policy and law;
- e) encourage, support and facilitate the exchange of staff with a view to strengthening the collaboration;
- f) exchange of information and views on significant developments in competition policy and law in line with international best practices; and
- g) facilitate staff to undertake studies and training and in the relevant fields in any of the areas of discipline of the two Parties in areas congruent with the collaboration.

ARTICLE 6: CONFIDENTIALITY

1. The Parties recognize that confidential information may be passed from one Party to another for the purposes of the collaboration, and that confidential information may arise from the collaboration.
2. Both Parties undertake to treat the confidential information as strictly confidential.
3. For purposes of paragraph 2 both Parties shall abstain from:
 - a) divulging to any third party or selling, trading, publishing, reproducing or reverse engineering any of the confidential information and;
 - b) putting in use confidential information without the disclosing party's prior written consent, except as provided by the exclusions specified in Articles 8 and 9.
4. The obligation of confidentiality of Article 6 (2) shall not apply to information which:
 - a) becomes known to third parties through no fault of the Parties hereto;
 - b) is or becomes published otherwise than by unauthorized publication in breach of this MoU;
 - c) is independently developed by an employee of the recipient who has not had access to the confidential information disclosed to the recipient by the other Party;
 - d) is in the public domain;
 - e) can reasonably be demonstrated to be known to the Parties prior to disclosure under this MoU;
 - f) is disclosed to the Party or Parties by another party entitled to disclose the information;
 - g) where explicit approval has been given to the Party to publish certain information, for example in the context of an academic paper.
5. The Parties understand that the obligation of confidentiality applies to those working for them.

ARTICLE 7: PUBLICATION

1. It is intended that the results of the studies arising from this collaboration should be published in accordance with EAC and the Leiden University research practice.
2. The Party who wishes to publish as described in paragraph (1) shall submit to the other Party a copy of the proposed publication at least thirty (30) days in advance of the submission of the publication to a third party if the publication touches on confidential or sensitive information shared during the collaboration.
3. If the non-publishing Party determines that the proposed publication discloses confidential or proprietary information that requires protection, that Party shall notify the other of this determination within thirty (30) days of receipt of the proposed publication. The non-publishing may stop or impose a delay of the publication.
4. If the Party to whom a proposed publication has been submitted in accordance with paragraph (2) fails to notify the submitting Party within sixty (60) days of receipt of the publication, the submitting Party is free to submit or present the publication.

ARTICLE 8: BREACH

An event of breach will occur should either Party breach any of the material terms or conditions of this MoU and fail to remedy that breach within a period of 30 days of being called upon in writing to do so.

ARTICLE 9: DISPUTE RESOLUTION

Any disputes that arise under this MoU will be resolved through amicable negotiations or through mediation.

ARTICLE 10: COMMUNICATION AND ADDRESSES OF THE PARTIES

1. All communication pursuant to this MoU shall be in writing.
2. The designated points of contact between the Parties for the coordination and management of this MoU are as follows:
 - a) For East African Community Competition Authority
EAC Close, Afrika Mashariki Road,
P.O. Box 1096
Arusha, Tanzania
Tel: +255 27 2162100,
Email: info@eacompetition.org
 - b) For the Europa Instituut of Leiden University
Steenschuur 25, 2311 ES, Leiden, the Netherlands
E-mail:

Article 11
NON-BINDING NATURE

1. This MoU is not legally binding on the Parties to this MoU.
2. For the avoidance of doubt, nothing in this MoU shall be interpreted in a manner inconsistent with the existing laws, or as requiring any change in the laws of the Parties.

**ARTICLE 12: DURATION, AMENDMENT, TERMINATION, AND ENTRY INTO
FORCE**

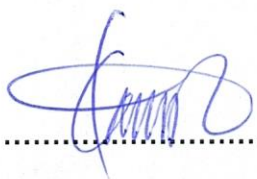
1. This MoU may only be amended by mutual written agreement of the parties.
2. The Parties may terminate the MoU by mutual consent.
3. Where a party has breached any of the provisions of this MoU, the other Party will be entitled to terminate this MoU on written notice to the Party in breach.
4. This MoU shall enter into force upon signature by both parties.

IN WITNESS WHEREOF, the undersigned, have signed this Cooperation MoU.

DONE in two original texts on the 4th day of April 2024.

**East African Community
Competition Authority**

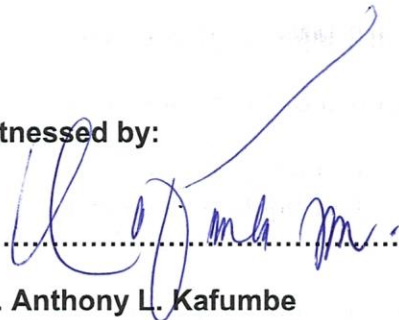
Europa Instituut of Leiden Law School


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Ms. Lilian Mukoronia
Registrar

Prof. Dr. S.C.G Van den Bogaert
Director of the Europa Instituut of
Leiden University.

Witnessed by:



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Dr. Anthony L. Kafumbe
Counsel to the Community
Manager, Legal Services

Witnessed by:



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Prof. Armin Cuyvers
Professor European Law
Europa Instituut of Leiden University