

MEMORANDUM OF UNDERSTANDING

Between

THE GOVERNMENT OF THE REPUBLIC OF MALAWI

And

THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

ON COOPERATION IN THE FIELD OF TOURISM

This Memorandum of Understanding (MoU) is entered into between the Government of the Republic of Malawi (hereinafter referred to as "GOM") on one hand and the Government of the Republic of Zambia (hereinafter to as "GRZ") on the other hand, hereinafter referred to individually as "Party" and jointly as "Parties"

PREAMBLE

WHEREAS the Government of the Republic of Malawi (ROM) and the Government of the Republic Zambia (GRZ) hereinafter together referred to as the parties and individually as the party have been encouraged by the existing friendly relations

DESIROUS of promoting and developing their tourism relations for their mutual benefit

CONVINCED that cooperation in the tourism sector greatly contributes to the economic development of their countries

ACKNOWLEDGING that such cooperation is mutually beneficial to the Parties and shall contribute to the growth of their tourism industries

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1

OBJECTIVE

The objective of this MoU it to create and set out an agreed general framework for the development and enhancement of tourism relations between the Parties

ARTICLE 2

DESIGNATED REPRESENTATIVES

GOM designates its Minister responsible for Tourism to perform all necessary acts to give effect to the objectives of this MoU, and GRZ designates it Minister responsible for Tourism and Arts to perform all necessary acts to give effect to the objective of this MoU.

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ARTICLE 3

SPECIFIC IMPLEMENTING AGREEMENTS

In order to give effect to the objective of this MoU, the parties will facilitate the conclusion of specific implementing agreements between their tourism operators, tourism associations, organizations and institutions.

ARTICLE 4

JOINT MARKETING AND PROMOTION PROGRAMMES

The Parties will facilitate and conduct joint marketing and promotion campaigns to boost, regional and international tourism.

ARTICLE 5

PROMOTION OF CULTURAL HERITAGE SITES AND SUSTAINABLE HANDICRAFT PRODUCTION

The Parties will:

- a. Endeavour to exchange information on the development and preservation of their Cultural Heritage as well as sustainable handicraft production to boost their tourism related product development;
- b. Facilitate exchange programmes for artists involved in handicraft production to obtain knowledge of the best practices.

ARTICLE 6

CLASSIFICATION AND STANDARDIZATION OF TOURISM PRODUCTS AND FACILITIES

The parties will facilitate the harmonization of the classification and standardization of their tourism products.

ARTICLE 7

PRODUCT DEVELOPMENT

The Parties will promote-

- a. Product development of common and cross border resources as well as formulate strategies to address the needs of communities that live in close proximity to those resources;

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- b. Production of artistic tourism products such as crafts, music, art works, dance, film and theatre for local communities' consumption and employment.

ARTICLE 8

EXCHANGE OF INFORMATION

The Parties will-

- a. Exchange information and statistics on tourism and harmonise their tourism statistics in accordance with guidelines of the United Nations World Tourism Organization UNWTO;
- b. Promote the exchange of information and experiences in programmes regarding the quality, sustainable development and technological innovation in the field of tourism;
- c. Provide each other with information relating to laws and regulations to enable their national to familiarise themselves with all applicable procedures for entry and tourism related visits into each other's territory and
- d. Facilitate information sharing through organizing exchange programmes and capacity building seminars for artists.

ARTICLE 9

SUSTAINABLE TOURISM DEVELOPMENT

The Parties will, to the best of their capacities, promote and practice sustainable and responsible tourism in accordance with applicable regional standards and guidelines.

ARTICLE 10

TOURISM INVESTMENT

The Parties will-

- a. Establish, facilitate, promote, develop and support activities and efforts of professionals and other bodies, associations and or organizations in the field of tourism existing and operating in their respective territories with a view to encourage operate and implementing joint capital entrepreneurship in the field of tourism;
- b. Organize joint seminars periodically for investing companies and institutes to introduce projects and conditions of joint ventures in the field of tourism and also exchange views in this area and
- c. Facilitate the short term and long term training of artists by awarding scholarships to both local and international learning institutions.

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ARTICLE 11

COLLABORATION, TECHNICAL ASSISTANCE AND TRAINING OF TOURISM PERSONNEL

Subject to the domestic laws in force in their respective countries, the Parties will-

- a. Share expertise in the promotion of human resources development in the tourism sector;
- b. Facilitate the exchange of scientific researchers, lecturers and other personnel in tourism industry from both the private and public sectors and
- c. Work out the modalities for collaboration of tourism associations and organizations in their respective countries.

ARTICLE 12

ESTABLISHMENT OF A JOINT TOURISM TECHNICAL COMMITTEE

The Parties will, within three (3) months of entry into force of this MoU, establish a Joint Tourism Technical Committee (JTTC) which will:

- a. Have a minimum of four (4) representatives of each Party and consisting of officials from their Tourism Ministries and other relevant agencies of the Parties
- b. Be guided by the framework of this MoU to develop a five (5) Year Plan of Action that shall be reviewed annually and
- c. Develop its own modus operandi and
- d. Meet bi-annually with the Parties alternating in hosting the meetings

ARTICLE 13

FINANCIAL ARRANGEMENTS

Each Party will bear its own expenses incurred in the implementation of this MoU unless an alternative funding arrangement is agreed upon in writing between the Parties

ARTICLE 14

CONFIDENTIALITY

All information classified as confidential by a party shall not be divulged to unauthorised third parties unless such Party gives its written consent waiving its claim to the confidential nature of such information.

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ARTICLE 15

GOVERNING LAW

This MoU will be governed and construed in accordance with the laws of the Party where activities are taking place.

ARTICLE 16

DISPUTE RESOLUTION

Any dispute or disagreement that may arise from the interpretation, application or implementation of this MoU between the Parties will be resolved amicably through dialogue and consultation through diplomatic channels.

ARTICLE 17

AMENDMENTS

This MoU may be amended at any time by mutual consent of the Parties in writing and signed by both Parties through an exchange of notes between the Parties through the diplomatic channels.

ARTICLE 18

VALIDITY AND RELATIONSHIP WITH INTERNATIONAL AGREEMENTS

This MoU will not affect the validity or execution of any obligations arising from the application of other international agreements, conventions, treaties or protocols concluded separately by either Party in the field of tourism or other field related to the objectives of this MoU.

ARTICLE 19

ENTRY INTO FORCE AND DURATION

This MoU will-

- a. Enter into force after each Party has notified the other in writing, through the diplomatic channels, of its compliance with its legislative or internal requirements for its implementation. The date of signing of this MoU shall be the date of the entry into force; and
- b. Remain valid for an initial period of five (5) years and thereafter shall be automatically renewed for further periods of three (3) years unless either of the Parties gives six (6) months written notice to the other of its intention to terminate the MoU

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ARTICLE 20

TERMINATION

- a. The Parties may at any time terminate this MoU by giving six (6) months written notice through diplomatic channels of its intention to terminate this MoU; and
- b. This MoU may be terminated by mutual agreement between the Parties and such notice of such mutual consent to terminate the MoU shall be in writing and signed by the authorised representatives of the Parties.

Provided that any projects and programs concluded or commenced during the duration of this MoU through separate contracts or agreements shall remain valid until concluded unless otherwise agreed by the Parties.

ARTICLE 21

CORRESPONDENCE

All correspondence and communication between the Parties in respect of this MoU shall be effected through the diplomatic channels.

IN WITNESS WHEREOF, the undersigned, being the duly nominated and authorised representatives of the Parties, have signed this MoU

Done at *Blantyre* on this *26* day of *April* 2018, in two originals in the English language



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FOR THE GOVERNMENT OF THE
REPUBLIC OF MALAWI



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FOR THE GOVERNMENT OF
THE REPUBLIC OF ZAMBIA

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