



MEMORANDUM OF UNDERSTANDING (MOU)

between

MINISTRY OF COMMERCE AND INDUSTRY

and

LIBERIAN BUSINESS ASSOCIATION (LIBA)

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE MINISTRY OF COMMERCE AND INDUSTRY

AND

LIBERIAN BUSINESS ASSOCIATION (LIBA)

This Memorandum of Understanding (MOU) is made and entered into this 8th day of August, 2017, by and between **The Ministry of Commerce and Industry (MINISTRY) of the Republic of Liberia, represented** by its Minister, Honorable Axel Addy, (hereinafter known and referred to as "the Ministry") and the **Liberian Business Association, (LIBA)**, the national organization for the promotion of Liberian owned businesses established by an act of the National Legislature, **represented by its President, Mr. David K. Sembeh** (hereinafter known and referred to as ("LIBA").

WHEREAS, the Ministry remains committed to the execution of its mandate as prescribed in section 29.2 of the Executive Law where the duties of the Minister of Commerce and Industry, except as otherwise provided by law, shall be responsible for the promotion, development, regulation, control, operation and expansion of commercial and industrial enterprises activities in the Republic. In performing the functions of the Ministry, the Minister shall exercise broad powers with respect to protection of the public interest and the achievement of national goals through the establishment and enforcement of standards for commodities and trade; and provide such services as are required by the public and Government agencies in pursuit of these objectives.

The duties of the Minister shall include: Establish and regulate commodity and trade standards; Collect, evaluate, and publish data pertaining to commerce and industry; Establish and enforce standards of business practices; promote the sound development of foreign and domestic commerce; develop plans for the movements of goods and people within and without the Republic; conduct the registration of business enterprises; and perform such other duties as may be assigned from time to time by the President.

WHEREAS, the Ministry in the quest to empower Micro, Small and Medium-sized Enterprises (MSMEs) in its desire to broaden the private sector and drive inclusive economic growth for the transformation of Liberians operating businesses in the private sector;

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WHEREAS, the Ministry recognizes the importance of the enforcement of the Schedules of the Investment Code of 2010 which sets aside certain types of businesses exclusively for Liberian participation while having qualification criteria for foreign participation;

WHEREAS, the Ministry recognizes the important role of the Liberian Business Association as a strategic partner in promoting the domestic private sector for economic inclusion for the transformation of the country's economy;

WHEREAS, the Ministry in recognition of LIBA's roles and reach, seeks the development of a strong partnership in the implementation of the Small Business Empowerment Act and the enforcement of the Investment Code of 2010 Schedules I and II including all applicable regulations thereof.

NOW THEREFORE, the **MINISTRY** and **LIBA**, have agreed on the following terms and conditions:

ARTICLE ONE: OBLIGATIONS OF MINISTRY

- 1.1 That the Ministry commits to the implementation of the Small Business Empowerment Act of 2014 which sets aside 25% of all public procurement for Liberian-owned MSMEs with at least 5% for Liberian women-owned businesses;
- 1.2 That the Ministry shall enforce the Investment Code and all regulation thereof for the promotion of Liberian-owned businesses and the sectors set aside for Liberian-owned businesses and those set-asides with qualification criteria for foreign participation;
- 1.3 That the Ministry shall work to ensure LIBA is provided with information on potential public procurement opportunities as set aside in conformity with the Small Business Empowerment Act of 2014;
- 1.4 That the Ministry shall work with LIBA in providing expertise support and facilitation of opportunities in the area of capacity development and training for MSMEs to enable their participation in public procurement contracts;
- 1.5 That the Ministry shall provide to LIBA the regular annual SBA 25% Procurement Implementation Report, showing Liberian beneficiaries and key sectors in which most of the procurement dollars are spent;
- 1.6 That the Ministry shall work with LIBA sub-offices in the counties to facilitate formalization of MSMEs operating in the informal sector;

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- 1.7 That the Ministry shall work closely with LIBA in the planning and hosting of the annual national MSME conference;
- 1.8 That the Ministry shall work with LIBA to ensure that its members have access to information on various financial products at commercial banks and microfinance institutions;
- 1.9 That the Ministry shall assist LIBA in the sourcing of support to implement its capacity building and policy coordination programs for the organization, as well as its affiliates (non-members and informal businesses) in the fifteen (15) counties;
- 1.10 That the Ministry shall include LIBA on its official delegation where possible and applicable, to attend and participate in meetings, seminars, bilateral discussions outside Liberia relating to small business development in Liberia;
- 1.11 That the Ministry shall promote membership with LIBA by Liberian-owned businesses registered with Government through the Liberian Business Registry;
- 1.12 That the Ministry shall work as a public sector champion in the promotion of the WTO Post Accession Plan and the workings of the Business Reform Committee to improve the overall business climate and the World Bank's annual Doing Business Indicators;
- 1.13 That the Ministry, in partnership with LIBA, shall work through the National Trade Facilitation Committee to reduce non-tariff barriers and measures and promote transparency, predictability and clarity in the trade facilitation process;
- 1.14 That the Ministry, in partnership with LIBA, shall promote consumer education in terms of trade and industrial regulations and policies, and consumer protection;
- 1.15 That the Ministry, in partnership with LIBA, shall promote and pursue an active dialogue in addressing supply-side constraints and fostering the promotion of gender mainstreaming in trade;
- 1.16 That the Ministry, in partnership with LIBA, shall foster linkages between farmers and markets to contribute to implementation of the Liberia Agriculture Transformation Agenda (LATA) for inclusive growth;
- 1.17 And that the Ministry, in partnership with LIBA, shall promote policies and regulations that foster value addition and manufacturing for job creation in a diversified economy.

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ARTICLE TWO: OBLIGATIONS OF LIBA

- 2.1 That LIBA, in partnership with the Ministry, shall monitor, promote the full implementation of the Small Business Empowerment Act of 2014 which sets aside 25% of all public procurement for Liberian-owned MSMEs;
- 2.2 That LIBA, in partnership with the Ministry, shall monitor, promote and support the enforcement of the Investment Code and all regulations thereof for the promotion of Liberian-owned MSMEs and the sectors set-aside for Liberian-owned businesses and those set-aside with qualification criteria for foreign participation;
- 2.3 That LIBA, in partnership with the Ministry, shall serve as an advocate for bringing to the attention of the Ministry critical issues impacting the business climate, particularly Liberian-owned businesses;
- 2.4 That LIBA, in fostering the partnership with the Ministry, hereon includes the Ministry as a non-voting member of its board and key participant in official events;
- 2.5 That LIBA county officials working with the Ministry's county officials shall identify and build the capacity of Liberian-owned businesses operating in the informal sectors in the counties for formalization;
- 2.6 That LIBA shall assist the Ministry in the identification of potential MSME participants in the annual national MSME conference, especially those in counties;
- 2.7 That LIBA shall work with the Department of Small Business Administration of the Ministry to jointly organize programs and activities aimed at strengthening the domestic private sector for inclusive growth;
- 2.8 That LIBA shall promote the Mobile Business Registration of the Ministry as a platform for formalizing informal businesses in the fifteen (15) counties;
- 2.9 That LIBA, in partnership with the Ministry, shall act as a private sector champion in the promotion of regional and multilateral trade and the workings of the Business Reform Committee to improve the overall business climate and the World Bank's annual Doing Business Indicators;
- 2.10 That LIBA, in partnership with the Ministry, shall work with the National Trade Facilitation Committee, consistent with regional and multilateral trade agreements, to reduce non-tariff barriers and measures and promote transparency, predictability and clarity in the trade facilitation process;
- 2.11 That LIBA in partnership with the Ministry, shall promote consumer education and protection in terms of trade and industrial regulations and policies;

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- 2.12 That LIBA, in partnership with the Ministry, shall promote an active dialogue in addressing supply-side constraints to trade and fostering the promotion of gender mainstreaming in trade;
- 2.13 That LIBA, in partnership with the Ministry, shall foster linkages between farmers and markets to contribute to inclusive growth for economic transformation;
- 2.14 And that LIBA, in partnership with the Ministry, shall promote policies and regulations that foster value addition and manufacturing for job creation in a diversified economy.

ARTICLE THREE: MUTUAL OBLIGATIONS

The parties mutually agree that they will responsibly execute their respective commitments in a manner consistent with this MOU.

That the Ministry of Commerce and Industry, as the lead ministry for private sector development, shall be responsible to coordinate all activities relative to this MOU for the lifespan of this agreement.

That LIBA, a core domestic private sector organization, shall be responsible to monitor all activities relative to this MOU for the lifespan of this agreement.

That both parties agree to develop a joint annual work plan for implementation of activities for the year and hold quarterly joint meetings to report on the execution of the joint work plan.

ARTICLE FOUR: MOU NON-BINDING

This MOU is non-binding on the parties and the terms herein shall be finalized and made binding in subsequent agreements. However, the parties do endeavor to use best efforts and good faith to perform under the terms herein.

ARTICLE FIVE: TERM

This MOU shall be valid for a period of three (3) years after the signed date and may be renewed by the parties in writing for successive terms of 1 year.

ARTICLE SIX: NOTICE

Notice shall be deemed delivered and received if sent by e-mail to the addresses listed below if the receiving party confirms receipt by similar means. Notice to the parties shall be as follows:

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For Ministry:

Deputy Minister for Small Business Administration
Ministry of Commerce & Industry
Ashmun & Gurley St.
Monrovia, Liberia
Phone: +231 (0) 886838648
Email: agpaygar@moci.gov.lr

For LIBA:

President
Liberian Business Association
AB Tolbert Road, Paynesville
Liberia
Phone : +231(0)880829021
libaliberia@yahoo.com

ARTICLE SEVEN: NON-DISCLOSURE / CONFIDENTIALITY

In the performance of this agreement or in contemplation thereof, each party and its employees, representatives and agents may have access to private or confidential information during the performance of the MoU that is owned or controlled by the other party relating to services, products, finance, marketing strategies and materials, administration, research and development, future intentions and policy, partners' lists, equipment, customers, plans, specifications and other data.

ARTICLE EIGHT: AMENDMENTS

Should the need arises for any modifications and/or addition to the terms written hereof, the amendment shall be made by mutual consent in writing signed by a duly authorized representative of each of the parties hereof.

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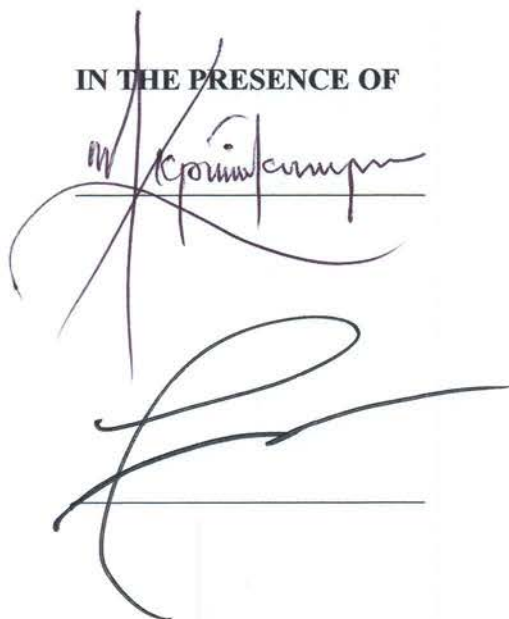
Signatories Initials: DD \ D.K.S

ARTICLE NINE: COUNTERPARTS SIGNATURES.

This MOU or any amendment hereto may be signed in counterparts in duplicate.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR NAMES AND SIGNATURES ON THIS MOU ON THE ____ DAY OF AUGUST 2017.

IN THE PRESENCE OF




ON BEHALF OF MINISTRY



HON. AXEL M. ADDY
MINISTER

ON BEHALF OF LIBA



MR. DAVID K. SEMBEK
PRESIDENT

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