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# MEMORANDUM OF UNDERSTANDING BETWEEN EUSL, ACTESA AND CODESA

*FOR A CLOSE COLLABORATION FOR SUSTAINABLE DEVELOPMENT*

**CREATED BY**

EUSL AB

*Care to Change the World*

## Table of Contents

<b>MEMORANDUM OF UNDERSTANDING BETWEEN EUSL, ACTESA AND CODESA .....</b>	<b>2</b>
<b>RECITALS .....</b>	<b>2</b>
<b>1. DEFINITIONS.....</b>	<b>3</b>
<b>2. PURPOSE AND SCOPE .....</b>	<b>3</b>
<b>3. ROLES AND RESPONSIBILITIES .....</b>	<b>4</b>
<b>4. GOVERNANCE: JOINT STEERING COMMITTEE AND SECRETARIAT SUPPORT .....</b>	<b>4</b>
<b>5. PROGRAMME SAFEGUARDS AND OPERATIONAL COMPLIANCE .....</b>	<b>4</b>
<b>6. DATA SHARING, PROTECTION, CYBERSECURITY AND IP .....</b>	<b>5</b>
<b>7. FUNDING FLOWS AND FIDUCIARY RESPONSIBILITIES .....</b>	<b>5</b>
<b>8. MONITORING, EVALUATION AND LEARNING (MEL) .....</b>	<b>6</b>
<b>9. TRANSPARENCY AND PUBLIC DISCLOSURE .....</b>	<b>6</b>
<b>10. STAKEHOLDER ENGAGEMENT, GRIEVANCE AND ACCOUNTABILITY .....</b>	<b>6</b>
<b>11. ANTI-CORRUPTION, SANCTIONS AND ETHICS .....</b>	<b>6</b>
<b>12. DISPUTE RESOLUTION.....</b>	<b>6</b>
<b>13. GOVERNING INSTRUMENTS .....</b>	<b>7</b>
<b>14. CONFIDENTIALITY .....</b>	<b>7</b>
<b>15. TERM, AMENDMENT AND TERMINATION .....</b>	<b>7</b>
<b>16. NATURE OF THE INSTRUMENT .....</b>	<b>7</b>
<b>17. NOTICES.....</b>	<b>7</b>
<b>18. MISCELLANEOUS .....</b>	<b>7</b>

# MEMORANDUM OF UNDERSTANDING BETWEEN EUSL, ACTESA AND CODESA

Between

The COMESA Digitalisation, Education and Social Agency (CODESA)

and

The Alliance for Commodity Trade in Eastern and Southern Africa (ACTESA)

Date: [●]

Place: [●]

## RECITALS

A. The Common Market for Eastern and Southern Africa (“COMESA”) is established by the Treaty establishing COMESA (the “COMESA Treaty”), which, inter alia, sets out the Aims and Objectives of the Common Market, its Fundamental Principles, and its institutional organs, including the Secretariat. The Parties acknowledge that their cooperation under this MoU shall be framed by, and consistent with, the COMESA Treaty and relevant regulations and decisions adopted thereunder. [\[TREATY - COMESA\]](#)

B. ACTESA is a Specialized Agency of COMESA, officially launched on 24 September 2008 and formally established on 9 June 2009 by the COMESA Authority, with a mandate to integrate smallholder farmers into national, regional, and international markets and to support staple food systems through regional programmes. [\[ALLIANCE F... - COMESA\]](#), [\[About ACTE...ESA COMESA\]](#)

C. CODESA is a programmatic agency within the COMESA family intended to advance digitalisation, education, and social development interventions and to operationalise digital public infrastructure and governance tooling in support of COMESA Member States, programmes and specialised agencies, including ACTESA, in line with COMESA’s strategic plans and institutional arrangements. [\[MEDIUM TER...5 - COMESA\]](#). Ownership is split between COMESA and EUSL, where EUSL is represented via CODESA and earlier agreements.

D. The Parties intend to collaborate on the Staple Food Programme and Social Equity Initiative (“SFPSEI”), including its digital, fiduciary and social components, and on the Staple Food Programme Digital Enablement Protocol (“SDEP”), ensuring that interventions are consistent with the African Development Bank Group’s updated Integrated Safeguards System (“ISS 2024”) effective from 31 May 2024, and with good international practice on stakeholder engagement, grievance redress, and safeguards disclosure. [\[African De...System ...\]](#), [\[African De...uards Syst\]](#), [\[GUIDANCE N...World Bank\]](#)

E. The Parties further intend to ensure that contracting and public disclosure associated with the cooperation adhere to the Open Contracting Data Standard (“OCDS”), and that data protection and cybersecurity controls align with the COMESA Data Privacy Policy, the General Data Protection Regulation (“GDPR”) principles as a benchmark, and the NIST SP 800-53 Rev. 5 control families for security and privacy. [\[Open Contr...a Standard\]](#), [\[Common Mar...a \(COMESA\)\]](#), [\[Regulation...- EUR-Lex\]](#), [\[Security a..... - NIST\]](#)

F. The Parties enter into this MoU to set out a clear division of roles and responsibilities, governance arrangements, data and intellectual property (“IP”) provisions, fiduciary controls, Monitoring, Evaluation and Learning (“MEL”) requirements, and other terms governing their cooperation.



**NOW, THEREFORE**, the Parties agree as follows.

## 1. DEFINITIONS

In this MoU, unless the context otherwise requires:

1.1 **“ACTESA”** means the Alliance for Commodity Trade in Eastern and Southern Africa, a Specialized Agency of COMESA, established by the COMESA Authority. [\[ALLIANCE F... - COMESA\]](#)

1.2 **“CODESA”** means the COMESA Digitalisation, Education and Social Agency.

1.3 **“COMESA Treaty”** means the Treaty establishing the Common Market for Eastern and Southern Africa, as amended from time to time. [\[TREATY - COMESA\]](#)

1.4 **“Flowhub”** means the federated digital governance platform used by the Parties to implement compliance, safeguards, procurement gating, MEL and disclosure workflows for the SFPSEI and related programmes.

1.5 **“ISS 2024”** means the African Development Bank Group’s updated Integrated Safeguards System effective 31 May 2024. [\[African De...System ...\]](#)

1.6 **“ESS10”** means the World Bank Environmental and Social Standard on Stakeholder Engagement and Information Disclosure and associated borrower guidance notes, as an articulation of good international practice for engagement and grievance mechanisms. [\[GUIDANCE N...World Bank\]](#)

1.7 **“OCDS”** means the Open Contracting Data Standard and associated documentation. [\[Open Contr...a Standard\]](#)

1.8 **“COMESA Data Privacy Policy”** means the Secretariat’s approved Data Protection and Privacy Policy dated 2022, as may be updated. [\[Common Mar...a \(COMESA\)\]](#)

1.9 **“GDPR”** means Regulation (EU) 2016/679 (General Data Protection Regulation), used as a benchmark for data protection principles. [\[Regulation...- EUR-Lex\]](#)

1.10 **“NIST SP 800-53 Rev. 5”** means the NIST catalogue of security and privacy controls for information systems and organisations. [\[Security a..... - NIST\]](#)

1.11 **“SDEP”** means the Staple Food Programme Digital Enablement Protocol, a digital enablement component under SFPSEI.

1.12 **“SFPSEI”** means the Staple Food Programme and Social Equity Initiative implemented under COMESA auspices, including workstreams on staple food value-chains, trade facilitation, digital public infrastructure and social equity instruments.

## 2. PURPOSE AND SCOPE

2.1 The purpose of this MoU is to establish a binding cooperation framework between CODESA and ACTESA for the joint planning, implementation and oversight of SFPSEI and SDEP across COMESA Member States, in alignment with the COMESA Treaty, the Parties’ mandates, the ISS 2024, and recognised stakeholder engagement standards. [\[TREATY - COMESA\]](#), [\[African De...System ...\]](#), [\[GUIDANCE N...World Bank\]](#)

2.2 The scope extends to programme design, resource mobilisation, implementation support, digital governance enablement, safeguards compliance, MEL, and disclosure activities that advance staple food systems, regional trade integration, and social development within COMESA.

2.3 Nothing in this MoU precludes either Party from entering into separate agreements with Member States, donors, development finance institutions, or partners, provided such agreements are consistent with this MoU.

### 3. ROLES AND RESPONSIBILITIES

3.1 **CODESA** shall lead digitalisation, education, social development and governance tooling, including deployment, operation and maintenance of Flowhub modules for safeguards registers, procurement gating, MEL, data protection workflows, and OCDS-compliant disclosure. [\[Open Contr...a Standard\]](#)

3.2 **ACTESA** shall lead agricultural trade facilitation, staple food market integration, and value-chain competitiveness, coordinating with Member States and stakeholders to operationalise regional seed, fertiliser, warehouse receipts, and staple food standards and initiatives consistent with ACTESA's mandate. [\[ALLIANCE F... - COMESA\]](#)

3.3 The Parties shall jointly develop operational guidelines harmonising digital public infrastructure with agrifood value-chain interventions and cross-border trade processes.

### 4. GOVERNANCE: JOINT STEERING COMMITTEE AND SECRETARIAT SUPPORT

4.1 A **Joint Steering Committee ("JSC")** is hereby established, comprising equal representation from CODESA, ACTESA and the COMESA Secretariat. The JSC shall approve annual work plans and budgets, set risk tolerances, and provide strategic oversight.

4.2 The COMESA Secretariat shall host and support the JSC and a dedicated Programme Management Unit ("PMU"), in accordance with institutional arrangements under the COMESA Treaty. [\[TREATY - COMESA\]](#)

4.3 The JSC shall meet at least quarterly. Quorum, decision-making procedures, and voting thresholds shall be as set out in **Annex 1 (JSC Terms of Reference)**.

4.4 The PMU shall maintain authoritative records in Flowhub and prepare consolidated quarterly and annual reports for submission to the JSC and onward transmission to COMESA organs as relevant. [\[MEDIUM TER...5 - COMESA\]](#)

### 5. PROGRAMME SAFEGUARDS AND OPERATIONAL COMPLIANCE

5.1 All programme activities— including public-private partnerships, corridor works, digital public infrastructure deployments, and agrifood value-chain interventions— shall apply ISS 2024 as the minimum standard, including strengthened provisions on community health and safety, SEA/SH prevention and response, stakeholder engagement, and climate resilience. [\[African De...System ...\]](#)

5.2 Stakeholder engagement shall follow ESS10 principles of early identification, proportionate disclosure, meaningful consultation, continuous engagement, and accessible, non-retaliatory grievance mechanisms. [\[GUIDANCE N...World Bank\]](#)



5.3 Flowhub shall digitise and maintain ESIA, ESMP, LMP, SEP and RAP registers; completion and approval are a condition precedent to procurement launch. SEA/SH and EHS incidents must be logged within forty-eight (48) hours; survivor-centred protocols shall be enforced; material incidents shall be escalated to the JSC and, where applicable, to development partners' supervision teams. Payment milestones are gated to verified ESMP compliance; non-confidential safeguards summaries are published quarterly on the OCDS-based portal. [\[Open Contr...a Standard\]](#)

5.4 High-risk activities trigger independent third-party review prior to financial close and at major variations, consistent with ISS 2024. [\[African De...System ...\]](#)

## 6. DATA SHARING, PROTECTION, CYBERSECURITY AND IP

**6.1 Data Sharing.** The Parties shall share programme data via Flowhub's federated architecture, with role-based access and data minimisation. Public contracting data and documents shall be disclosed in OCDS format to the extent consistent with confidentiality, security and legal obligations. [\[Open Contr...a Standard\]](#)

**6.2 Data Protection.** All personal data processing shall comply with the COMESA Data Privacy Policy and be benchmarked against GDPR principles (lawfulness, fairness, transparency, purpose limitation, data minimisation, accuracy, storage limitation, integrity and confidentiality, and accountability). Data-subject rights— access, rectification, erasure, objection and restriction— shall be operationalised through Flowhub workflows and recorded in the programme portal. [\[Common Mar...a \(COMESA\)\], \[Regulation...- EUR-Lex\]](#)

**6.3 Cybersecurity Controls.** Flowhub shall implement a Zero-Trust posture and map controls to NIST SP 800-53 Rev. 5 control families for identification, authentication, access control, audit, incident response, configuration management, and contingency planning. [\[Security a..... - NIST\]](#)

**6.4 Hosting and Resilience.** The Parties shall adopt a federated storage approach with sovereign hosting and a 3-2-1 backup strategy for resilience; evidentiary artefacts shall be preserved with immutable logs.

**6.5 Intellectual Property.** Background IP remains the property of the contributing Party. Foreground IP arising from jointly commissioned work shall be co-owned, unless otherwise agreed in a specific implementation agreement. The Parties grant each other a royalty-free, non-exclusive licence to use jointly generated IP for programme purposes.

**6.6 Branding and Visibility.** The Parties shall apply co-branding protocols set out in **Annex 2 (Branding and Communications Protocol)**.

## 7. FUNDING FLOWS AND FIDUCIARY RESPONSIBILITIES

7.1 Funding for joint activities may be channelled through COMESA's designated accounts or other agreed vehicles, with disbursement conditions tied to milestone verification in Flowhub, including safeguards compliance and MEL sign-off.

7.2 Procurement shall follow applicable COMESA and donor rules, with integrity, audit and anti-corruption provisions consistent with multilateral finance standards customarily applied by institutions such as the African Development Bank Group. [\[African De...System ...\]](#)

7.3 The Parties shall maintain complete, accurate and auditable records and facilitate reviews by COMESA oversight bodies and relevant development partners.

## 8. MONITORING, EVALUATION AND LEARNING (MEL)

8.1 A unified MEL framework shall be adopted, integrating digitalisation, social equity and trade facilitation indicators. Flowhub shall generate quarterly and annual performance reports for governance and disclosure.

8.2 Stakeholder engagement performance indicators, including consultation coverage and grievance closure rates, shall be tracked and reported, consistent with ESS10 good practice. [\[GUIDANCE N...World Bank\]](#)

8.3 Independent evaluations shall be conducted at mid-term and completion in accordance with terms of reference approved by the JSC.

## 9. TRANSPARENCY AND PUBLIC DISCLOSURE

9.1 The Parties shall publish OCDS-compliant data on planning, tender, award, contract and implementation stages for contracts financed under jointly governed activities, subject to confidentiality and security constraints. [\[Open Contr...a Standard\]](#)

9.2 Non-confidential safeguards and MEL summaries shall be disclosed quarterly on the programme portal.

## 10. STAKEHOLDER ENGAGEMENT, GRIEVANCE AND ACCOUNTABILITY

10.1 Each project shall maintain a Stakeholder Engagement Plan (“SEP”) that is proportionate, inclusive and updated at key milestones; SEPs shall be logged and version-controlled in Flowhub.

10.2 Grievance redress mechanisms shall be safe, confidential, accessible and non-retaliatory for communities, workers and trainees; complaints shall be tracked with time-bound resolution and anonymised statistics published to reinforce accountability, consistent with ESS10 good practice. [\[GUIDANCE N...World Bank\]](#)

## 11. ANTI-CORRUPTION, SANCTIONS AND ETHICS

11.1 The Parties shall adopt and enforce a zero-tolerance policy on fraud and corruption. Any substantiated allegation shall be reported to the JSC and relevant oversight bodies, and addressed through remedial action plans, up to and including suspension of implicated activities.

11.2 The Parties shall apply reasonable measures to ensure that programme funds are not made available, directly or indirectly, to sanctioned or debarred entities.

## 12. DISPUTE RESOLUTION

12.1 The Parties shall endeavour to resolve any dispute arising out of or in connection with this MoU through good-faith consultations within the JSC.

12.2 Failing amicable settlement within sixty (60) days, either Party may refer the dispute to arbitration under the jurisdictional modalities foreseen by the COMESA Treaty, including recourse to the COMESA Court of Justice under applicable provisions or to arbitration under a special agreement, as may be agreed by the Parties. [\[TREATY - COMESA\]](#)

## 13. GOVERNING INSTRUMENTS

13.1 This MoU shall be governed by and construed in accordance with the COMESA Treaty, applicable COMESA Regulations and Decisions, and general principles of international institutional law. [\[TREATY - COMESA\]](#)

## 14. CONFIDENTIALITY

14.1 Each Party shall treat as confidential any non-public information received from the other Party under this MoU and shall not disclose such information to third parties without prior written consent, except as required by law or by authorised oversight bodies.

## 15. TERM, AMENDMENT AND TERMINATION

15.1 This MoU shall enter into force on the Effective Date and remain in force for an initial period of ten (10) years, renewable by mutual written consent.

15.2 This MoU may be amended by written instrument signed by both Parties.

15.3 Either Party may terminate this MoU upon six (6) months' written notice, without prejudice to the orderly completion or transfer of ongoing activities and the settlement of accrued obligations.

## 16. NATURE OF THE INSTRUMENT

16.1 This MoU records binding institutional commitments of cooperation and governance between CODESA and ACTESA but does not, by itself, create financial obligations beyond those expressly stated herein. Any funding, procurement or implementation obligations shall be set out in specific agreements or work orders approved by the JSC.

16.2 Nothing in this MoU shall be construed as creating a legal partnership, joint venture, or agency relationship between the Parties beyond the cooperation framework stated herein.

## 17. NOTICES

17.1 Any notice under this MoU shall be in writing and delivered by hand, courier, or electronic means with confirmation of receipt, to the addresses notified by the Parties from time to time.

## 18. MISCELLANEOUS

18.1 **Force Majeure.** Neither Party shall be liable for failure to perform obligations to the extent caused by events beyond its reasonable control; the affected Party shall notify the other Party promptly and use reasonable efforts to mitigate effects.

18.2 **Severability.** If any provision of this MoU is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18.3 **Entire Agreement.** This MoU constitutes the entire agreement between the Parties on its subject matter and supersedes prior understandings to that extent.





**SIGNATURES**

**For CODESA and EUSL**

Name: [●]

Title: [●]

Date: [●]

Signature: \_\_\_\_\_

**For ACTESA**

Name: [●]

Title: [●]

Date: [●]

Signature: \_\_\_\_\_