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COOPERATION AGREEMENT BETWEEN COMESA SECRETARIAT AND CODESA

OPERATIONAL RELATIONSHIP FOR A COORDINATED AFRICA



CREATED BY

EUSLAB

Care to Change the World

Cooperation Agreement between the COMESA Secretariat and CODESA

Operational Memorandum of Understanding (MoU)

Date: [To be inserted]

1. Purpose and Scope

This Cooperation Agreement is entered into between the COMESA Secretariat, acting on behalf of the Common Market for Eastern and Southern Africa (COMESA), and the COMESA Digitalisation, Education, and Social Agency (CODESA), a specialized institutional entity co-owned by COMESA and the European Social Label (EUSL), pursuant to the Charter of CODESA and the Authority Decision establishing its mandate.

The purpose of this Agreement is to define the operational relationship between the Secretariat and CODESA, clarify institutional roles, and establish protocols for coordination, planning, and reporting. It reflects COMESA's commitment to ensuring that specialized institutions operate in alignment with regional priorities, while maintaining operational autonomy and financial independence.

This Agreement shall apply to all activities undertaken by CODESA within the COMESA region, including programmatic implementation, stakeholder engagement, and institutional development, and shall remain in force for the duration of CODESA's mandate unless amended or terminated in accordance with Article 6.

2. Roles and Responsibilities

The **COMESA Secretariat** shall:

- Serve as the primary institutional liaison between CODESA and COMESA organs, including the Council of Ministers and the Authority;
- Facilitate access to relevant COMESA data, policy instruments, and technical divisions to support CODESA's mandate;
- Ensure that CODESA's activities are harmonized with COMESA's strategic frameworks, including the Medium-Term Strategic Plan and the Digital Free Trade Area initiative;
- Provide institutional guidance on compliance, reporting, and representation within COMESA structures.

CODESA shall:

- Operate as an autonomous agency with legal personality and administrative independence, in accordance with its Charter and Host Country Agreement;
- Implement regional programs in digitalisation, education, and social equity, in alignment with COMESA's development priorities;
- Maintain regular communication with the Secretariat and submit periodic reports on progress, performance, and compliance;
- Coordinate with COMESA technical divisions and member states to ensure programmatic coherence and avoid mandate duplication.

Both Parties shall cooperate in good faith to resolve any operational challenges and shall meet at least annually to review the status of cooperation and identify areas for strategic alignment.

3. Planning and Budgeting Interface (No Fiscal Burden Clause)

CODESA shall maintain full financial independence and shall not impose any fiscal obligations on COMESA or its Secretariat. All funding for CODESA's operations shall be sourced externally, including from bilateral donors, development finance institutions, and private sector co-financing, as outlined in the Funding Architecture of the CODESA Mission Plan.

The Secretariat shall not be responsible for budgetary planning, fund disbursement, or financial oversight of CODESA, but may provide technical input on strategic planning and institutional alignment where appropriate.

CODESA shall submit its annual strategic and operational plans to the Secretariat for review and comment, ensuring that its activities are consistent with COMESA's regional priorities and do not conflict with existing institutional mandates.

4. Information Sharing and Representation

The COMESA Secretariat shall facilitate access to relevant policy documents, strategic plans, and institutional data necessary for CODESA to fulfill its mandate. CODESA shall reciprocate by sharing programmatic outputs, research findings, and implementation reports that contribute to COMESA's regional knowledge base.

CODESA shall be permitted to represent its work and institutional position in COMESA forums, technical committees, and stakeholder consultations, subject to prior coordination with the Secretariat. Where appropriate, joint representation may be arranged to reflect the shared governance structure and strategic alignment.

All public communications, including press releases and policy briefs referencing COMESA, shall be shared with the Secretariat in advance for review and comment, ensuring consistency with COMESA's institutional messaging and diplomatic posture.

5. Monitoring and Reporting to Policy Organs

CODESA shall submit annual reports to the COMESA Secretariat, summarizing its activities, financial performance, compliance status, and strategic outcomes. These reports shall be prepared in accordance with COMESA's reporting standards and shall be transmitted to the Council of Ministers and other relevant policy organs through the Secretariat.

The Secretariat shall provide feedback on these reports and may request supplementary information or clarification where necessary. CODESA shall also participate in periodic reviews, evaluations, and audits coordinated by the Secretariat or mandated by COMESA organs.

Monitoring shall be conducted in a manner that respects CODESA's operational autonomy while ensuring accountability, transparency, and alignment with COMESA's regional objectives.

6. Dispute Resolution and Amendments

Any dispute arising from the interpretation or implementation of this Agreement shall be resolved through consultation and negotiation between the Secretariat and CODESA. If unresolved within sixty (60) calendar days, the matter may be referred to the COMESA Legal Division or an independent review panel jointly appointed by both Parties.



This Agreement may be amended at any time by mutual written consent. Amendments shall be documented as formal addenda and shall enter into force upon signature by both Parties.

Either Party may terminate this Agreement by providing written notice at least ninety (90) calendar days in advance. Termination shall not affect the validity of obligations incurred or rights acquired prior to the effective date of termination.