



**African Library and
Information
Associations and
Institutions
([AFLIA](#))**



**European Bureau of
Library, Information and
Documentation
Associations
([EBLIDA](#))**

MEMORANDUM OF AGREEMENT

BETWEEN

**The African Library and Information Associations
and Institutions**

AND

**European Bureau of Library, Information and
Documentation Associations**

PREAMBLE

The **African Library and information Associations and Institutions** (hereinafter referred to as “**AfLIA**”), on the First Part

and

The European Bureau of Library, Information and Documentation Associations (hereinafter referred to as EBLIDA) on the second part; hereinafter collectively referred to as the “**Parties**” and individually as a ‘**Party**’;

HAVING REGARD to their respective objectives and programmes;

Considering the provisions of the Constitutive Act of the African Library and information Associations and Institutions which calls, *inter alia*, for the fostering of international cooperation and;

Desirous of attaining their common objectives within the framework of the provisions of the co-operation policy standards;

HAVE AGREED AS FOLLOWS:

Article 1 **Objective**

The objective of this Memorandum of Agreement (MOA) is to establish co-operation between the **AfLIA** and (EBLIDA) according to the objectives of the **Parties** to enter into a reciprocal complimentary library and information services.

Article 2 **Modalities for Cooperation**

Within the context of their activities, the **Parties** have agreed to co-operate, through their designated representatives, on issues relating to library resources and services sharing, in order to promote research and learning in all fields.

Article 3 **Areas of Specific Co-operation**

- 3.1. Such cooperation shall be established on the basis of a set of mutually agreed principles and guidelines while assuring consistency with the relevant rules of (EBLIDA) and regulations of the **AfLIA**.
- 3.2. In accordance with this MOA , the Parties shall cooperate in
 - 3.2.1 best practice development of Library Legislation
 - 3.2.2 implementation of UN 2030 Sustainable development Goals

3.2.3 exchange of ideas and information on conferences

3.2.4 Cooperate in advancement of knowledge and access to information as a human right.

Article 4 **Modalities of Implementation**

The **Parties** have agreed to facilitate the development of the co-operation between them, in terms of agreement.

4.1. The **Parties** have agreed to hold regular consultations for a review of their co-operation.

Article 5 **Financial Arrangements**

This MOA is intended to provide an overall framework for the **Parties'** exploration of collaborative activities, and does not establish any financial obligation or commitment and does not oblige either **Party** to work exclusively with the other. Neither Organization is the agent of the other. Nothing herein shall be deemed to constitute a legal partnership of joint venture between the **Parties** unless a supplementary agreement so specifies.

Article 6 **Amendments**

This MOA may only be amended by mutual written consent between the **Parties**. Any amendments shall be notified in writing and the instruments expressing these amendments shall be appended to and shall become an integral part of this MOA.

Article 7 **Termination**

1. Either **Party** may terminate this MOA by giving written notice by letter from the appropriate officer-bearers to the other **Party** of its intention to do so. The recipient of such a notice shall acknowledge it within fifteen (15) days of receipt. In the event of lack of acknowledgement, such termination shall in any case become effective ninety (90) days from the date of receipt of such notification.

2. For the purposes of this MOA, and provided that dispatch has been made by the means as specified above, receipt shall be deemed to have occurred within seven (7) working days after the date of dispatch by letter.

3. The provisions of this MOA shall survive termination to the extent necessary to permit an orderly settlement of existing operations and the discharge of obligations between the Parties.

Article 9
Applicable Law

The law governing this MOA shall be International Law.

Article 10
Settlement of Disputes

Any dispute that may arise over the interpretation or application of this MOA shall be settled by direct negotiations between the **Parties**. Should this not provide a solution satisfactory to the **Parties**, the dispute shall be submitted to an arbitration procedure agreed upon by the **Parties**.

Article 11
Entry into Force and Duration

This Memorandum of Agreement shall enter into force upon its signature by the duly authorised Representatives of the **Parties** and shall remain in force for a period of three (3) years or until terminated by either Party in terms of Article 8 hereof or superseded by any subsequent Agreement duly entered into by the Parties hereto.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose by the Parties, have signed this Memorandum of Agreement drawn up in two (2) original copies in the English language on the **26** of August 2019 at the IFLA World Library and Information Congress in Athens, Greece.

**FOR THE AFRICAN LIBRARY AND INFORMATION ASSOCIATIONS AND
INSTITUTIONS AND FOR THE EUROPEAN BUREAU OF LIBRARY,
INFORMATION AND DOCUMENTATION ASSOCIATIONS**

Ton Van Vlimeren

President, EBLIDA

Mandla Nombela

President, AFLIA