



Australian Government
Department of Foreign Affairs and Trade



MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE AFRICAN CONTINENTAL FREE TRADE AREA
SECRETARIAT**

AND

THE GOVERNMENT OF AUSTRALIA
as represented by the Department of Foreign Affairs and Trade

ON

**THE SUPPORT TOWARDS THE IMPLEMENTATION
OF THE AFRICAN CONTINENTAL FREE TRADE
AREA**

This Memorandum of Understanding (hereinafter referred to as the “**MoU**”) is entered into between:

The African Continental Free Trade Area (AfCFTA) Secretariat (hereinafter referred to as “**AfCFTA Secretariat**”), with its headquarters located at Africa Trade House, Ambassadorial Enclave, Liberia Road, Accra, Ghana represented by H.E Wamkele Mene, in his capacity as Secretary-General of the African Continental Free Trade Area Secretariat.

AND

The Department of Foreign Affairs and Trade (“DFAT”) of the Government of Australia having its headquarters at Barton, 2600, ACT, Australia, represented by H.E. Berenice Owen-Jones in her capacity as Australia’s High Commissioner to Ghana.

Hereinafter referred to as “the Participants”

The AfCFTA Secretariat is a functionally autonomous body of the African Union (hereinafter referred to as the “AU”) established pursuant to Article 13 of the Agreement Establishing the African Continental Free Trade Area (hereinafter referred to as the “AfCFTA Agreement”) with the mandate to support and coordinate the negotiations and implementation of the AfCFTA Agreement.

The Participants seek to exchange experiences and promote cooperation on the operationalisation and implementation of the AfCFTA, taking special consideration of the interests of micro, small, and medium-sized enterprises trading under the AfCFTA and island economies;

The Participants recognise significant possibilities for further promotion of trade and economic relations between Africa and Australia.

The Participants acknowledge that enhanced cooperation between the Participants will be helpful for development of mutually beneficial economic relations between the Participants and their constituent Members.

The Participants desire to promote more effective cooperation through exchanges of information on best practices and lessons learned, and organise other joint activities;

The Participants are aware of the importance of establishment of direct contacts between business entities and entrepreneurs of the two regions.

The Participants desire to enhance efforts to increase continental trade and investment within the AfCFTA through greater collaboration between African and Australian companies, especially micro-, small- and medium-sized enterprises, in regional value chains.

The **Participants** have reached the following common understanding:

PARAGRAPH I OBJECTIVE

1. The objective of this MoU is to establish a framework of cooperation between the Participants in respect of the areas set forth in Paragraph II and to define the mechanism for the implementation of such cooperation.

PARAGRAPH II COOPERATION AREAS

- 2.1 The Participants jointly decide to particularly, but not exclusively, cooperate on:
 - a) capacity building on trade facilitation, including at least the organisation of an annual Australia Awards short course, for African trade officials to assist with the implementation of the AfCFTA Agreement;
 - b) promoting partnerships between Australian and African companies in sectors of mutual interest, which may include financial services, medical

and pharmaceutical research, education, agriculture, mining and mineral processing, renewable energy, micro, small and medium enterprises (MSMEs) and other sectors covered under the AfCFTA that may be identified by the Participants;

- c) exploring promotion of sustainable use of oceans, blue economies and inland water resources for social, economic and environmental progress of the African Continent;
 - d) exploring activities to support climate resilience, development and sustainability in Africa and;
 - e) exploring other activities to support capacity building and information exchange on priority trade issues, such as workshops, webinars, research collaboration or institutional engagement in areas of mutual interest.
- 2.2 The Participants agree to a Joint Workplan in respect of the areas of cooperation which is contained in Annex 1 and will form an integral part of this MoU.

PARAGRAPH III COORDINATION THROUGH TECHNICAL WORKING GROUPS

- 3.1. The Participants will regularly review progress of work in the priority areas of cooperation and discuss policy, technical and operational issues related to furthering the objectives of the cooperation. The Participants will consult one another and/or set up an ad-hoc working group on areas of co-operation referred to in Paragraph II for the purpose of achieving the objectives set out in this MoU and to mutually decide on the most effective manner of undertaking specific activities.
- 3.2. The Participants may establish technical working groups, taskforces or committees consisting of experts (or representatives) from their respective organisations or departments on areas of co-operation referred to in Paragraph II for the purpose of achieving the objectives set out in this MoU.

- 3.3. Participants will endeavour to hold meetings annually to review and discuss policy, technical, and operational issues, related to the furtherance of the objectives of this MoU.
- 3.4. Participants may invite representatives from relevant departments, institutions, think tanks, industrial organizations, enterprises, and financial institutions to participate in discussions based on the issues to be addressed.

PARAGRAPH IV MEETING, CONFERENCES AND OTHER FORA

4. The Participants will invite each other, as appropriate, to meetings, conferences, workshops and any other activity they convene on matters of common interest or related to cooperation areas covered under this MoU and will ensure the appropriate level of representation therein.

PARAGRAPH V USE OF NAME, LOGO, AND INTELLECTUAL PROPERTY

5. Neither Participant will use the name, acronym or logo of the other Participant, without the prior written approval of the other Participant in each case.

PARAGRAPH VI CONFIDENTIALITY AND PRESS RELEASES

- 6.1 The Participants are fully aware of the policies for handling confidential (non-anonymized, sensitive) data and will protect these data in accordance with these policies.
- 6.2 Each Participant will treat as strictly confidential any information disclosed under this MoU or any information relating to any other Participant obtained as a result of entering into this MoU.

- 6.3. Each Participant has relevant policies for handling sensitive data and personal information and will act in accordance with their own data protection and personal privacy policies.
- 6.4. Paragraph 6.1 does not apply to information that:
- (a) is known to such Participant prior to learning of it from the other;
 - (b) is obtained by such Participant from a source other than the disclosing Participant and such source:
 - i. did not require the Participant to hold such secrets or information in confidence; or
 - ii. did not limit or restrict the Participant's use thereof;
 - (c) becomes public knowledge other than through the fault of such Participant;
 - (d) is required to be disclosed by any competent legal or regulatory authority;
 - (e) is permitted to be used or disclosed pursuant to the terms of a separate arrangement between the disclosing Participant and either the receiving Participant, in which case such use or disclosure will be governed by the terms of the relevant arrangement; or
 - (f) is required by law, in which case the Participant will notify the other Participant prior to making the announcement or communication and will consult with them regarding the terms of the announcement in order to enable the Participant in good faith to attempt to approve the content of such announcement, which (unless mutually arranged) will go no further than is required in terms of such law.

PARAGRAPH VII PROVISIONS RELATING TO IMPLEMENTATION

- 7.1 This MoU constitutes an expression of intent by the Participants jointly and does not create any right, benefit, trust or legal responsibility between the Participants.

- 7.2. Nothing in this MoU will be construed as creating an exclusive relationship between the Participants or creating a joint venture and neither Participant will be an agent, representative or joint partner of the other Participant.
- 7.3. All of the activities envisaged in this MoU are subject to the availability of funding, and in accordance with the applicable regulations, rules, policies and procedures of the Participants.
- 7.4. Each Participant will be responsible for its acts and omissions in connection with this MoU and its implementation. Participants will implement this MoU and any activity provided thereunder in good faith subject to their work programmes. The activities related to the areas and forms of cooperation in this MoU will be carried out in accordance with the Participants' respective rules and practices.
- 7.5. This MoU does not in any way preclude the Participants from entering into agreements in respect of the areas of collaboration provided for under this MoU with other organisations.

PARAGRAPH VIII PRIVILEGES AND IMMUNITIES

8. Nothing in this MoU will be interpreted or construed as a waiver or a modification of the privileges, immunities, and facilities, which the Participants enjoy by virtue of the international agreements and national laws applicable to the respective body.

PARAGRAPH IX CHANNEL OF COMMUNICATION AND NOTICE

- 9.1. For the purpose of facilitating the implementation of this MoU, the channel of communication for the Participants will be:

For the AfCFTA Secretariat

H.E. Wamkele Mene
Secretary-General
AfCFTA Secretariat
Africa Trade House,
Ambassadorial Enclave
Liberia Road, Ridge
Accra, Ghana
secretary.general@au-afcfta.org

For the Government of Australia
represented by the Department of
Foreign Affairs and Trade

Attention: H.E. Berenice Owen-
Jones, High Commissioner to
Ghana,
2, Second Rangoon Close (cnr Josef
B. Tito Ave)
Cantonments Accra,
Ghana
Accrahc.Enquiries@dfat.gov.au

- 9.2 Any notice, request or other communication under this MoU will be in writing and will be deemed to have been duly given or made when delivered by hand, mail or e-mail or by any other means mutually determined by the Participants as the case may be, by either Participant to the other Participant at the address specified in the MoU or such other address as any of the Participants may notify to the other Participant.

PARAGRAPH X DISPUTE RESOLUTION

10. The Participants will exercise good faith in their efforts to amicably resolve any disputes between them arising from or in connection with this MoU.

PARAGRAPH XI COMMENCEMENT, DURATION, MODIFICATION AND TERMINATION

- 11.1 This MoU will come into effect on the date of its signature by the duly authorized representatives of both Participants and will remain in effect for a period of three (3) years unless terminated in accordance with Paragraph 11.4.

- 11.2 This MoU may be renewed by mutual consent of the Participants. Renewal may be requested by either Participant in writing at least three (3) months before the expiry of the prescribed period of validity.
- 11.3 This MoU may be reviewed by the mutual written consent of the Participants and may be amended in writing with the consent of both Participants.
- 11.4 Either Participant may terminate this MoU by giving the other Participant three (3) months' notice in writing, the termination will become effective three (3) months after receipt of such written notification. The termination of this MoU will not affect ongoing activities and projects initiated under the terms of this MoU.

The foregoing represents the understandings reached between the Participants.

IN WITNESS WHEREOF, the undersigned being duly authorised for this purpose, by their respective entities, have signed this Memorandum of Understanding.

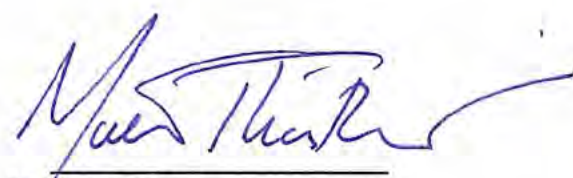
Signed this 18th day of June 2025.

**FOR THE AFRICAN
CONTINENTAL FREE TRADE
AREA SECRETARIAT**



**H.E. WAMKELE MENE
SECRETARY-GENERAL**

**FOR THE GOVERNMENT OF
AUSTRALIA**



**HON MATT
THISTLETHWAITE,
ASSISTANT MINISTER FOR
FOREIGN AFFAIRS AND
TRADE, AUSTRALIA**

ANNEX 1
AfCFTA SECRETARIAT AND THE GOVERNMENT OF AUSTRALIA
JOINT WORKPLAN

Area of Collaboration	Activity	Possible results	Lead Institution
Capacity Building on Trade Facilitation	Annual Australia Awards short courses for African trade officials	Enhanced capacity of trade officials in implementing the AfCFTA Agreement	AfCFTA Secretariat & DFAT
Research and Advocacy	Explore opportunities for Australian and African universities to develop research initiatives	Shared insights on best practices	AfCFTA Secretariat & DFAT
Joint Program and Project Implementation	Explore trade promotion opportunities	Efforts to enhance trade between Africa and Australia	AfCFTA Secretariat & DFAT
Climate Resilience, Development and Sustainability	Explore activities to support climate resilience, development and sustainability in Africa	Improved knowledge and practices among African countries	AfCFTA Secretariat & DFAT