

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SOUTH EASTERN UNIVERSITY COLLEGE  
(SEUCO)**

**AND**

**GREEN AFRICA FOUNDATION**

**APRIL 2011**

## **PREAMBLE**

This MEMORANDUM of UNDERSTANDING is made between the South Eastern University College (SEUCO) P. O. Box 170-90200, KITUI (hereinafter referred to as SEUCO which expression shall where the context so admit include it's successors and assigns) of the first part and Green Africa Foundation of Box 9164 – 00200, Nairobi which expression shall where the context so admit include it's successors and assigns.

Hereinafter referred to as the "Parties"

RECOGNIZING THE important role that both parties play in dry land agriculture and environment-related activities.

CONSCIOUS of the various needs, constraints and changes taking place in the agriculture and environment sector and the need to keep abreast these challenges.

## **ARTICLE 1: GENERAL PROVISIONS**

### **(a) Relationship between the parties**

Nothing contained herein shall be construed as establishing a relationship of agent and principal or master and servant between the parties. Each party shall have full control of its operations and undertakings and shall have full responsibility for activities and duties carried by itself and on its behalf.

### **(b) Good faith and fairness**

- (i) The parties undertake to act in good faith with respect to each other's rights under the obligations and objectives of this MoU.
- (ii) Confidentiality – the parties, their representatives, their researchers and personnel shall not, either during or after the term of this MoU, disclose proprietary information relating to the undertaking by both parties and each other's operations without the consent of the other party.

- (iii) The parties recognize the impracticability of providing for every contingency which may arise during or after the life of MoU and hereby to operate fairly and without detriment to the interests of either of them.

**(c) Notices**

Any notice, request, consent/permission required shall either be delivered in person to the authorized representative at the Head office of the party or sent by mail or fax to such party using the following address:

For: Prof. Geoffrey M. Muluvi  
The Principal  
South Eastern University College  
P.O. Box 170 - 90200 Kitui  
Tel. 2413859  
Email: [principal@seuco.ac.ke](mailto:principal@seuco.ac.ke)

For: Dr. Isaac P. Kalua  
Chairman/ Founder  
Green Africa Foundation  
P.O. Box 9164 - 00200  
Nairobi- Kenya  
Tel. 254-020-248769  
Email: [info@greenafricafoundation.org](mailto:info@greenafricafoundation.org)

Provided that a party may change it's physical and postal address, e-mail and fax for notice hereunder by giving the other party notice of such change in pursuant to this clause.

**(d) Authorized Representative**

Any action required or permitted to be taken and any document required or permitted to be executed under this MoU may be taken or executed:

- (i) On behalf of SEUCO by the Principal, SEUCO or his/her appointee.
- (ii) On behalf of Green Africa Foundation Chairperson / Founder or his appointee.

## **ARTICLE 2: SCOPE OF THE MOU**

- (a) Collaborate in dryland agriculture and environment-related projects and research.
- (b) Jointly implement environmental conservation initiatives
- (c) Work jointly on community empowerment initiatives
- (d) Collaborate in staff capacity development programmes
- (e) Facilitate modern technology transfer.
- (f) Jointly develop and implement research proposals/projects in areas of special importance to their mandates and explore for sources of funding for such proposals.

## **ARTICLE 3: DURATION OF MoU**

- (a) The MoU will remain in force for five (5) years at the end of which both parties will review the collaboration.
- (b) The detailed Agreements (Annexure) may be reviewed more frequently as specified in such Agreements.

## **ARTICLE 4 : MODIFICATION/AMENDMENTS**

Modification of the terms and conditions of this agreement including modification of the scope of responsibilities of the parties may only be made by written agreement between the parties and the same will be incorporated in the annexure of this memorandum of Understanding and shall become effective pursuant to the terms provided for under this Article

## **ARTICLE 5 – TERMINATION**

- (a) Either party may terminate this MoU By giving six months written notice.
- (b) In the event of such termination of the MoU any on-going activity under the collaboration shall be dealt with as shall be mutually agreed by the two institutions.

- (c) Any gains or losses in the pursuance of the objectives of this MoU that shall have been incurred at the time of termination shall be shared in mutually agreed ratios.

## **ARTICLE 6 – SETTLEMENT OF DISPUTES**

Amicable settlement – the parties shall use their efforts to settle amicably all disputes arising out of or in connection with this agreement or interpretation hereof:

- (a) Right of arbitration – any dispute, difference or question which may arise at any time between the parties, which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement shall be referred to the decision of a single arbitrator to be agreed upon between the two parties or in default of agreements within 14 days of each party raising such dispute, but the Chairman of the Chartered Institute of Arbitration, Kenya Branch in accordance with and subject to the provisions of Arbitration Act Cap 49 Laws of Kenya or any statutory modification or re-enactment thereof for the time being in force.

## **ARTICLE 7: CONTEXT**

This agreement shall be read and construed in accordance with the Laws of Kenya.

8. **SIGNING**

In witness whereof the parties have affixed their common seals this..... day  
of..... 2011.

SEALED WITH THE COMMON SEAL OF:

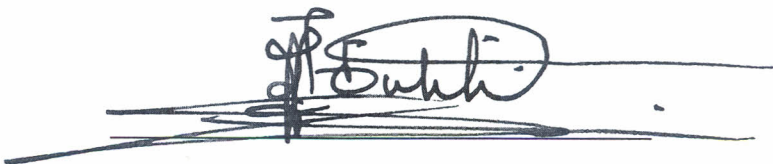
**SOUTH EASTERN UNIVERSITY COLLEGE (SEUCO)**

**GREEN AFRICA FOUNDATION**

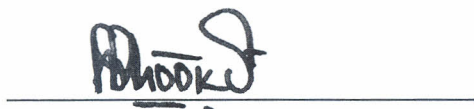
In the Presence of:



**Prof. Geoffrey M. Muluvi**  
Principal  
SEUCO



**Dr. Isaac P. Kalua**  
Chairman/ Founder  
Green Africa Foundation



**Prof. Francis M. Mathooko**  
Deputy Principal  
(Academic and Student Affairs)



**Mr. John K. Kioli**  
Executive Director  
Green Africa Foundation