



# **COLLABORATIVE RESEARCH AGREEMENT**

**BETWEEN**

**KENYATTA UNIVERSITY P.O BOX 43844-00100 Nairobi - Kenya  
("KU")**

**and**

**SOUTH EASTERN KENYA UNIVERSITY, P.O. BOX 170-90200, KITUI,  
KENYA ("SEKU")**

**Collectively referred to as the "Parties" or individually as "Party")**

WHEREAS the parties wish to collaborate on a research and development project titled "Enhancing Nutrition and Food Security through Improved Capacity of Agricultural Higher Education Institutions in East and Southern Africa" (hereinafter called "The Project"), funded by the European Union (EU) under the African Caribbean and Pacific Group of States (ACP Group), grant number FED/2013/320-148; and

WHEREAS KU is a university incorporated under the Kenya Commission for University Education Act 2012 and is charged with undertaking scientific research and development, and will be the Lead Partner in the project;

WHEREAS SEKU is a university operating in Kenya and will be a Partner in this project;

WHEREAS both parties wish to enter into this collaborative research agreement ("Agreement") to clarify their obligations and responsibilities with respect to the project and agree to the following:

## **1.0 OBLIGATIONS OF THE LEAD PARTNER**

1.1 The Principal Investigator from the lead Partner will be Dr. Maina Mwangi who will also be the project co-ordinator with overall responsibility for the working of the project team.

1.2 The General Conditions applicable to European Community-financed grant contracts for external actions (attached Annex II) define the obligations of the lead Partner institution. These conditions equally apply to both parties.

1.3 The lead Partner undertakes to carry out its contractual obligations both technical and financial with all reasonable skill, care, diligence and efficiency.

1.4 The lead Partner undertakes to handle with discretion all reports, results and other relevant materials exchanged between the Partners in connection with the project.

1.5 The lead Partner will ensure timely disbursement of funds to the Partner on condition that The General Conditions applicable to European Community-financed grant contracts for external actions (attached Annex II) have been fulfilled by the Partner.

1.6 The lead Partner undertakes to provide copies to the Partner of all reports, and other relevant documents needed to carry out the project and those submitted to the Project funding/ monitoring body.

1.7 The lead Partner will keep full records of all original receipts in financial transactions made in undertaking the project activities and these are to be made available to the Project Partner upon request.

1.8 The lead Partner will make accessible to the auditors all receipts and accounting documents if and when necessary. The auditor designated by the funding agency for the project is PricewaterhouseCoopers.

1.9 The lead Partner will handle all correspondence with the funding agency and will be solely responsible for processing and submitting technical and financial reports as obligated under reporting schedule described in the General Conditions applicable to European Community-financed grant contracts for external actions (Annex II).

1.10 The Lead Partner may undertake projects in the same field with other Partners provided to the best of their knowledge, there exists no danger of duplication of work or disclosure of information of confidential nature to a third party.

## **2.0 OBLIGATIONS OF THE PARTNER (SEKU)**

2.1 The Principal Investigator for the Partner will be Prof. Reuben Muasya

2.2 The Principal Investigator for the Partner will be a member of the project coordination team which will be made up of Principal Investigators representing each of the other project Partners as follows:

- Universita Politecnica Delle Marche, Italy (*UPM*)
- Chinhoyi University of Technology (*CUT*)
- Leibniz Universitaet Hannover, Germany (*LUH*)

The Principal Investigator for the other Partners will be Prof. Bruno Mezzetti (UPM), Dr. Robert Musundire (CUT), Prof. Hartmut Stuetzel (LUH).

2.3 The Partner will carry out project activities as detailed in the annexed project document Annex I – Description of the Action.

2.4 The Partner institution shall open a separate account for the deposit of all the monies related to the project (within guidelines of their University rules).

2.5 The project team in the Partner institution will handle with discretion all reports, results and other relevant materials exchanged in connection with the project.

2.6 The Principal Investigator in the Partner institution will keep full records of all original receipts in financial transactions made in undertaking the project activities and these are to be made available to the Project coordinator.

2.7 The Principal Investigator in the Partner institution shall ensure expenditures comply fully with Article 14 (eligible costs) of the General Conditions applicable to European Community-financed grant contracts for external actions (attached Annex II).

2.8 The Partner agrees to submit accounting records to the lead Partner in a timely manner for effective reporting and to ensure they are accessible to the designated project auditor if and when necessary.

2.9 The Principal Investigator in the Partner institution undertakes to submit technical and financial reports to the project co-ordinator at Kenyatta University not later than every 12 months to enable the Lead Partner to honor the obligations contained in the General conditions of funding by the European Union.

2.10 The project Partner may undertake projects in the same field with other Partners provided to the best of their knowledge, there exists no danger of duplication of work or disclosure of information of confidential nature to a third party.

2.11 All equipment, tools, implements, instruments, chemicals or other materials purchased in connection with the project will be kept for the project activities solely until such a time as the project is completed successfully. At the completion of the project, all such items will remain property of the Partner.

### **3.0 VISIBILITY, OWNERSHIP AND PUBLICATION OF RESULTS**

Articles 6 and 7 of the General Conditions applicable to European Community-financed grant contracts for external actions shall apply (attached Annex II).

#### 4.0 VALIDITY OF CONTRACT

This contract is valid up to 36 months from the date of signing, or at the successful completion of the project whichever is earlier.

#### 5.0 TERMINATION OF THE CONTRACT

ARTICLE 12 of the General Conditions applicable to European Community-financed grant contracts for external actions shall apply.

#### 6.0 FORCE MAJEURE

If either party is temporarily unable by reason of force majeure to meet any of its obligations under the contract, Article 11 of the General Conditions applicable to European Community-financed grant contracts for external actions shall apply (attached Annex II) shall apply.

#### 7.0 GENERAL PROVISION

- 7.1 No alteration, cancellation, variation of or addition hereto shall be of any force or effect unless written and signed by the authorized representatives of the parties to this contract.
- 7.2 This document contains the entire contract between the parties and no party shall be bound by any undertakings, representations, promises or the like not recorded herein.
- 7.3 This contract will become effective upon the last date of its signing and shall remain in force as determined in clause 4.0 above.

#### 8.0 ADDRESSES FOR DELIVERY OF NOTICES AND REPORTS

<b>Kenyatta University contacts</b>	<b>South Eastern Kenya University</b>
Project coordinator  Dr. Maina Mwangi Department of Agricultural Science and Technology P.O Box 43844-00100 Nairobi. Telephone: +254(020)8710901-19 extension 3632 Mobile +254710860550 Email : <a href="mailto:maina.mwangi@ku.ac.ke">maina.mwangi@ku.ac.ke</a> <a href="mailto:mmainam@gmail.com">mmainam@gmail.com</a>	Principal Investigator  Prof. Reuben Muasya Department of Dryland Agriculture School Of Agricultural and Veterinary Sciences P.O. Box 170-90200 Kitui, Kenya Telephone: +254 (020)2413859/2334346 Mobile: +254 721524102 Email: <a href="mailto:rmuasya@africaonline.co.ke">rmuasya@africaonline.co.ke</a> or <a href="mailto:rmuasya@seku.ac.ke">rmuasya@seku.ac.ke</a>

<p><b>Financial contact</b></p> <p>Mr. Jackson Karugo  Finance Department  Kenyatta University  P.O Box 43844-00100 Nairobi.  Telephone: +254(020)8710901-19 extension 57181  Mobile +254722847151  Email : <a href="mailto:jackkarugo@gmail.com">jackkarugo@gmail.com</a>;  <a href="mailto:jkarugo@yahoo.com">jkarugo@yahoo.com</a></p>	<p><b>Financial contact</b></p> <p>Davis Mumo  Finance Department  P.O. Box 170-90200 Kitui, Kenya  Telephone : +254(020)2413859/2334346  Mobile: +254 710715959  Email: <a href="mailto:dmumo@seku.ac.ke">dmumo@seku.ac.ke</a></p>
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The account number for disbursement of funds to South Eastern Kenya University is:

Bank name: National Bank of Kenya  
Bank Address: South Eastern Kenya University Branch. P.O. Box 1656-90200 Kitui  
Account name: South Eastern Kenya University  
Account number: 03020052862000 (EURO) or 01021053302500 (Kenya Shillings)  
SWIFT code: NBKEKENXXXX

9.0 This contract is made in two original copies.

In witness whereof the Parties have set their hands

Kenyatta University

South Eastern Kenya University

*Mugenda*  
Prof. Olive M. Mugenda  
Vice Chancellor

*Geoffrey M. Muluvi*  
Prof Geoffrey M. Muluvi  
Vice Chancellor

Date: 3.3.14

Date: 24.2.2014

IN WITNESS

*[Signature]*  
DR. Maina Mwangi  
Project Coordinator

*[Signature]*  
Prof. Reuben M. Muasya  
Principal Investigator

