

Memorandum of Understanding

between

**VU University Amsterdam (VUA),
The Netherlands
and**

**South Eastern Kenya University (SEKU)
Kenya**

The VUA and SEKU enter into this Memorandum of Understanding (MoU) in order to promote external understanding in education and research.

Hereinafter VUA and SEKU will be referred to as the “Parties.”

1. Institutions’ Purposes

VUA (founded in 1880) is an open organization, strongly linked to people and society. Academic research and education at VUA is characterized by a high level of ambition, and encourages free and open communications and ideas. VU stands for universal university values such as academic freedom and independence, which is reflected in its name (‘VU’ is the Dutch abbreviation for ‘free university’): free from the church, state and any commercial interest. The basic philosophy of VUA is expressed in three core values, i.e., 1) responsible (committed and responsive to people and society); 2) open (to diversity in disciplines, nationalities, world views and social convictions); and 3) personally engaged (focus on the human dimension; an academic community in which every member counts).

SEKU (is a chartered University established on 1st March 2013 under the Universities Act No. 42 of 2012) is a public University with a special mandate for teaching and research in dry land Agriculture and other natural resources related Sciences. Specifically, the University’s mission is to provide quality education through teaching, research, extension, innovation and entrepreneurship with emphasis on dry-land agriculture, natural resources, and environmental management.

2. **Purpose of MoU** Both parties agree to establish and encourage mutually beneficial scientific, educational and other relations which may entail the following types of activities:

- Establishment of joint Trans-disciplinary Applied Research Centre (TARC);
- Set up the TARC's demand-driven action research program aimed at solving existing social-cultural-economic and environmental issues;
- Strengthening existing initiatives, research projects and education programs;
- Building research knowledge and capacity by:
 - Research methodology education and proposal writing, resulting in certified income-generating courses
 - MSc (max ca. 20, local), Phd's (max 4)
 - Staff exchange and joint research and publications
 - The availability of a small research fund;
- Exchange of scientific and educational literature produced by either or both of the parties, as well as the exchange of materials on the most relevant and topical research by researchers at both VUA and SEKU; and
- Organization of conferences, seminars, workshops and/or symposia of mutual interest to the institutions.

Nothing in this Memorandum shall diminish the full autonomy of either institution, nor should any constraints be imposed by either institution upon the other in carrying out any of the activities contemplated by this Memorandum. Neither institution is an agent of the other, and neither has any right to act or represent the other, or to purport to do so.

3. **Program conditions**

The following conditions were set:

1. There must be a match between the academic interests of VUA and SEKU
2. There must be a focus on a limited number of thematic areas (3)
3. There must be the willingness of VUA and SEKU to contribute to the project (in kind and financially)
4. There must be a joint commitment to attract additional funding for ensuring sustainability and long-term impact

4. **Program Specific Agreements** This MoU is designed to facilitate development of mutually beneficial programs and to promote research and educational relationships and should not be deemed to create binding and legal obligations for either institution.

Before any of the activities referenced above in Paragraph 1 may be implemented, both parties shall negotiate details and resolve the issues involved therewith and enter into an agreement pertaining to that activity ("Program Specific Agreement") and supplemental to this Memorandum. Each such Program Specific

Agreement shall be subject to the availability of any resources required for the activity provided.


5. **Funding** The parties agree that each activity undertaken pursuant to this MoU shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a Program Specific Agreement related thereto. The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programs undertaken pursuant to this MoU.
6. **Term** This MoU shall become effective upon signing by both parties and shall continue for a period of four (4) years unless terminated by either party by giving written notice at least 90 days in advance of the stated termination date, provided, however, that termination of this MoU shall not affect activities already in progress pursuant to Program Specific Agreements, which shall continue until concluded by the parties in accordance with the terms of such Program Specific Agreements or as otherwise agreed to by the parties in writing. Both institutions agree to review this MoU periodically to evaluate the progress made in achieving mutual Understanding. This agreement can be renewed for another period of 4 years should the parties agree to do so.
7. **Liaisons** Each party shall designate an officer to serve as liaison for the relationship established by this MoU. For VUA, the contact will be *Tineke Melis*, Director of the Centre for International Cooperation, VU International Office (Address: De Boelelaan 1105, 1081 HV Amsterdam, The Netherlands; Phone: + 31 20 5989099; E-mail: tineke.melis@vu.nl). For SEKU the contact will be Prof. Mary Mburu, Registrar Administration, SEKU (Address: P. O. Box 170-90200, Kitui, Kenya Phone: +254-20-2413859/ +254-716962770; E-mail: mmburu@seku.ac.ke). Either party may change its own designated liaison by sending written notice to the other party of such change.
8. **Equal Opportunity** Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, gender, age, ethnicity, religion, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
9. **Entire Agreement** This document constitutes the entire agreement between the parties and all prior discussions, agreements and understandings between the parties, whether verbal or in writing, are superseded by this MoU. This MoU may be amended only by means of a written instrument signed by authorized representatives of both parties.
10. **Settlement of Disputes** The parties shall use their efforts to settle amicably all the disputes arising out of or in connection with this agreement or interpretation hereof.

11. Signing


WHEREFORE the parties to this Agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

VU University Amsterdam

South Eastern Kenya University

By: 

Prof. Frank van der Duyn Schouten
Rector


For: 

Prof. Geoffrey M. Muluvi
Vice Chancellor

Date: 04-02-2014

Date: 4th Feb 2014

[Additional signatories may be included if agreement is signed at the School level.]

By: 

Authorized Representative
Title

By: 

Authorized Representative
Title

Date: 4th Feb 2014

Date: 4th Feb. 2014