

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SOUTH EASTERN UNIVERSITY COLLEGE (SEUCO)  
(A constituent College of the University of Nairobi)  
P.O. BOX 177 – 90200  
KITUI KENYA**

**AND**

**KENYA METEOROLOGICAL DEPARTMENT  
DAGORETTI CORNER, NGONG ROAD  
P. O. BOX 30259 00100 GPO  
NAIROBI, KENYA**

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# MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH EASTERN UNIVERSITY COLLEGE AND THE KENYA METEOROLOGICAL DEPARTMENT

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "the Memorandum") is made between SOUTH EASTERN UNIVERSITY COLLEGE under Legal Notice No. 102 of 2008 and of Post Office Box Number 170 - 90200, KITUI, KENYA (herein after referred to as 'SEUCO' and its successors where the context so admits) on the one part and KENYA METEOROLOGICAL DEPARTMENT of P.O. BOX 30259 - 00100, NAIROBI, KENYA (hereinafter referred to as 'KMD and its successors where the context so admits) on the other part.

**WHEREAS THE OBJECTIVES OF SEUCO** *inter alia* are to provide directly or in collaboration with other institutions of higher learning facilities for quality and transformative University education through teaching and learning, research and extension with emphasis on dry-land agriculture, natural resources optimization and environmental management, and the stimulation of life and cultural development of Kenya;

**WHEREAS THE KENYA METEOROLOGICAL DEPARTMENT (KMD)** is mandated with the following functions and responsibilities: Provision of Meteorological Services, for the safety of life, protection of property and conservation of the natural environment; and Early Warning for Tsunami and Hydrometeorological hazards.

**WHEREAS both KMD and SEUCO** have a number of common objectives in their respective areas of discipline, including scientific research, training and consultancy for which they use similar methodologies and techniques, and wish to complement each other's efforts in these areas.

**WHEREAS** both Parties, in recognition of their complementary roles are mutually desirous of establishing a foundation for meaningful partnership.

**NOW THEREFORE KMD and SEUCO**, in a view of their common objectives have reached a mutual understanding to enter into a Memorandum of Understanding as set forth in the terms below

## 1.0 OBJECTIVES OF THIS MEMORANDUM

The overall objective of this Memorandum is to jointly develop mutual collaboration in the following areas:-

- 1.1 Establishment of Seismological & Meteorological stations to strengthen existing Seismic and extreme Weather Early Warning Systems.
- 1.2 Enhancement of reliable and consistent Seismic & Meteorological data



Acquisition/sharing, through efficient running of the seismological stations.

- 1.3 Provision of space for installation of Seismic & Meteorological stations
- 1.4 Acquisition and provision of Seismic and Meteorological data to support National Disaster Management programmes
- 1.5 Conduct Geophysical, Geological and Meteorological surveys for disaster management and capacity building.
- 1.6 Training, research and, information sharing through seminars and symposia
- 1.7 Development of joint proposals in the field of geosciences for government and donor funding consideration and support.

## **2.0 AREAS OF COLLABORATION**

### **2.1 General Areas of interest**

For the purpose of this memorandum, the general areas of interest to both Parties are:-

- a) Seismology;
- b) Meteorology;
- c) Geophysics;
- d) Geology;
- e) Oceanography and Marine Science
- f) Acquisition and provision of data for disaster risk reduction and management;
- g) Training, research and development;
- h) Joint institutional and capacity building;
- i) Joint consultancy in technical research projects;
- j) Seminars, workshops, conferences and symposia.

### **2.2 In the above areas of interest, cooperation between SEUCO and KMD will focus on:-**

- a) Promoting development of seismic and meteorological data acquisition and management systems.
- b) Joint organization of sensitization seminars and public education for nationals, policy makers, technical experts and other stakeholders.
- c) Joint tendering for technical assistance projects; and joint formulation of proposals for competitive grants
- d) Publicizing and promoting each other's training courses, research and other relevant activities;  
Exchange/sharing of technical papers, notes, journals and library facilities
- e) Collaborating in Research and Development.
- f) Undertaking joint inspection and maintenance of instruments and data acquisition systems
- g) Technical cooperation in capacity building; mainly in training, research, attachment, development and any other area of mutual benefit.

### **2.3 Specific fields of concrete cooperation have been identified as follows:-**

- a) Installation of seismic & weather station at SEUCO main campus in Kitui and at



- other campuses
- b) Organization of seminars and workshops;
- c) Short term training in disaster mitigation;
- d) Consultancy Services;
- e) Joint research activities
- f) Inspection and maintenance of instruments and data acquisition systems
- g) Sharing of information, data and technical cooperation
- h) Meteorological and Geological extension services

### 3.0 MANAGEMENT OF THE MOU

For the execution of this Memorandum of Understanding (MOU), and in accordance with the principle of reciprocity both the SEUCO and the KMD will each appoint appropriate person(s) to coordinate the implementation and management of the MOU.

3.1 The persons so appointed will also be responsible for the valuation of articles under this MOU according to the practices of their respective institutions. Specific details of any activity will be set forth in a Letter of Agreement which, upon signing by appropriate authorities at both institutions will become an integral part of this Memorandum.

3.2 Under this MOU the Parties agree to the following:-

3.2.1 To perform and honor each Party's respective duties and obligations for the furtherance of the objectives of the MOU.

3.2.2 To encourage, support and facilitate the exchange of staff with a view to strengthen collaboration.

3.2.3 To allow their staff to be attached to each other's institution for the purpose of implementing joint projects.

3.2.4 To encourage, support and facilitate mutual exchange visits by members of their respective institutions in order to learn from each other and to strengthen their collaborative ties through conferences and/or seminars,

3.2.5 To mutually exchange scientific information, including data, methodologies, techniques and technologies in the furtherance of this collaboration provided appropriate material transfer Agreements will be executed.

3.2.6 To facilitate staff to undergo training and undertake scientific research in the relevant fields in any of the areas congruent with the collaboration of of the two institutions.

### 4.0 FUNDING

4.1 The Parties shall jointly strive to attract funding for their collaborative research projects through joint research proposals



4.2 Both Parties understand that all financial arrangements shall be by mutual understanding and joint collaborative activities and shall depend upon availability of funds.

## **5.0 LAND**

5.1 The South Eastern University College will provide adequate space (about two (2) hectares) at its main campus in Kitui for installation of a meteorological weather station and a broadband seismic station by Kenya Meteorological Department

## **6.0 OWNERSHIP AND MAINTENANCE OF EQUIPMENT**

6.1 The meteorological weather station and broadband seismic station equipment shall be owned and maintained by the Kenya Meteorological Department during and after the collaboration period between the two parties.

6.2 Should there be need to upgrade the equipment by the University College, KMD shall allow for this to take place.

6.3 All parties shall be allowed free access to equipment where necessary.

6.4 The equipment shall not be interfered with or taken away during the life of the MOU without mutual agreement between the parties.

6.5 If by any chance, the equipment shall have to be taken away, for repair or replacement, efforts shall be made to minimize down time so that on-going activities shall not be adversely affected.

## **7.0 INTELLECTUAL PROPERTY RIGHTS**

7.1 In all activities, publications and seminar presentations undertaken or arising from or pursuant to this collaboration both the names of KMD and SEUCO must be acknowledged. Such acknowledgement shall include but will not be limited to display in equal prominence of the full names and symbols and logos of both Parties on all materials.

7.2 If during research, an invention is made of a product that has commercial potential, both Parties hereunder shall apply for Intellectual Property Rights protection for the same, in joint names. No party shall commercialize or in any way deal with the invention without prior knowledge and authority of the other.

## **8.0 INVENTOR**

8.1 The inventors named in any intellectual property rights depending on degree of contribution and, subject to the patent laws of the jurisdiction, may be scientists affiliated with the Parties hereof or people who have provided the sample of information about a sample that may have led to the development of the Intellectual Property Rights protected product.



8.2 Any Intellectual Property Rights arising from such collaborative research shall be jointly applied for and remain the joint property of the Parties, with any revenues arising from commercialization of the products being jointly shared.

## **9.0 RESEARCH INFORMATION RELEASE**

Both Parties shall make all results of the research undertaken under a project that shall not be protected, available in the public domain upon a mutually agreed and written release.

## **10.0 EFFECTIVE DATE AND DURATION OF THE MEMORANDUM**

This Memorandum of Understanding shall come into force on the date of its signature by both Parties. The life of the MOU shall be 5 years with a provision of renewal on mutual agreement between the parties.

## **11.0 AMENDMENTS TO THE MEMORANDUM**

There shall be yearly reviews of the Memorandum by the Parties. Any amendments after a joint review or at any other time shall be made in writing and signed by the Parties.

## **12.0 TERMINATION OF THE MEMORANDUM**

This Memorandum of Understanding may be terminated at any time by either party giving the other six months notice in writing, provided such termination shall be effective only after settlement of all liabilities and benefits mutually accepted by both Parties.

## **13.0 DISPUTE RESOLUTION**

In the event of any dispute among the Parties, the same shall be resolved through negotiations between the Parties. If, however, the Parties fail to arrive at an amicable resolution the dispute shall be referred to an arbitrator agreed upon by the Parties and arbitration shall be governed by the Arbitration Act of Kenya.

## **14.0 FORCE MAJEURE**

Either party shall promptly notify the other party, in writing, of any situation or event arising from circumstances beyond their control, which they could not have reasonably foreseen, and which makes the performance of all or part of the terms and obligations of this MOU impossible. The performance of this MOU shall be deemed to be postponed for a period of time equivalent to that caused by the Force Majeure and a reasonable period shall be allowed for a re-mobilization to continue the performance of the MOU.



*G. M. Muluvi*

PROF. G. M. MULUVI  
PRINCIPAL  
SOUTH EASTERN  
UNIVERSITY COLLEGE



*Joseph R. Mukabana*

DR. JOSEPH R. MUKABANA, MBS  
DIRECTOR  
KENYA METEOROLOGICAL  
DEPARTMENT

DATE 24/July 2012

DATE 17 July 2012