

MEMORANDUM OF UNDERSTANDING

between

SOUTH EASTERN UNIVERSITY COLLEGE (SEUCO)

and

STENO DIABETES CENTER, DENMARK

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the “Memorandum” is executed 1st July 2010 (“the effective date”) by SEUCO, Nairobi (hereinafter referred to as “The University”) a body corporate duly established under the Laws of Kenya Legal Notice No.102 of 15th July 2008 and of Post Office Box 170 - 090200 KITUI, KENYA on the one part and the Steno Diabetes Center (hereinafter referred to as Steno) of Niels Steensensvej 2-4, 2820 Gentofte, DENMARK.

WHEREAS South Eastern University College has *inter alia* as one of its objectives, to provide directly or in collaboration with other institutions of higher learning facilities for University education including technological and professional education and research; and participate in the discovery and transmission of knowledge and the stimulation of intellectual life and cultural development of Kenya;

WHEREAS Steno has the general aim to contribute to increased knowledge on diabetes and related non-communicable diseases with regard to biomedical aspects as well as health promotion;

WHEREAS the activities of Steno at any time depend on whether the necessary funds are available;

WHEREAS both the University and Steno have the objective of contributing towards an improvement of the human health conditions in the African continent generally and in Kenya in particular;

WHEREAS the activities to be carried out under this Memorandum shall be achieved through joint implementation of research, research capacity development programmes as well as advisory and consultative activities;

WHEREAS the collaboration will bring together scientists from the University on one hand and Steno on the other hand;

WHEREAS all activities under this Memorandum shall assume as their point of departure an intention of genuine partnership and shared responsibility;

WHEREAS both institutions believe that mutual benefit can be derived from co-operative research and other forms of academic collaboration based on mutual understanding, reciprocity and equal partnership;

NOW THEREFORE the two parties have agreed as follows: -

ARTICLE 1: GENERAL PROVISIONS

Guidelines for scientific, operational and economic budgetary matters relating to each specific activity under this Memorandum shall be laid down in special 'agreements of collaboration' drawn up for each activity. Such guidelines shall be strictly adhered to.

ARTICLE 2: AREAS OF COLLABORATION

2.1 To conduct research into issues of relevance to prevention and treatment of diabetes and related non-communicable diseases;

2.2 To develop research capacity both in Kenya and in Denmark, and

2.3 To implement advisory and consultant activities when relevant.

ARTICLE 3: MUTUAL OBLIGATIONS

3.1 The two parties hereto undertake to jointly solicit for funds including donor funds, research grants, contributions, subscriptions and such related funds for the purpose of realizing any or all the objectives of the collaboration.

3.2 The overall Memorandum does not entail any obligation for the two parties to fund any travels for researchers from the other institution. Provided that funds are available from elsewhere (e.g. concrete collaborative projects), both parties will facilitate practical arrangements related to study visits from the collaborating institution including laboratory and office accommodation and necessary administrative functions (such as flight reconfirmation and hotel reservation) to enable them to carry out programme objectives. To the extent that there are significant additional expenses (such as equipment and reagents for laboratory work) they should be covered by individual project budgets;

3.3 Both institutions shall seek waiver of duty and Value Added Tax applicable in their respective countries on any equipment and materials obtained from either country for use by students and staff participating in this collaboration. As a general rule, the title and custody of any equipment acquired in the course of the collaboration shall remain with the host institution upon the expiry of that particular project as specified in individual 'agreements of collaboration'. If more than one collaborative project is attached to an institute at the University, the two parties will seek ways in which the projects can share or take over relevant

- resources. This will be specified in ‘agreements of collaboration’ regarding each individual project.
- 3.4 Both institutions shall abide by current international guidelines on good research practice and ethics available in relation to all research activities.
- 3.5 Both institutions further agree to bear the cost of administering the programme on such terms as shall be mutually agreed upon from time to time.
- 3.6 Both parties shall make rules governing the use of their respective facilities including laboratories, library and workshops where such facilities are used to conduct any of the functions of this collaboration as specified in ‘agreements of collaboration’ regarding each individual project.
- 3.7 Both parties jointly and independently agree to make available suitable facilities and personnel as and when required and on such terms as to fees, remuneration, insurance, and any other incidentals thereto as specified in ‘agreements of collaboration’ regarding each individual project.

ARTICLE 4: MANAGEMENT OF THE COLLABORATION

The day to day management will be done by the seniors from the two institutions that are responsible for the individual projects based on their ‘agreements of collaboration’. In case many projects are running at the same time, the two institutions may appoint one representative each to jointly oversee the management, coordination and monitoring activities of the various collaboration activities.

ARTICLE 5: INTELLECTUAL PROPERTY RIGHTS

Research conducted under this Memorandum will not include material products (e.g. pharmaceuticals or diagnostics) to which patent rights will pertain. Regarding authors’ rights, only co-investigators and other scientific staff that have contributed significantly to the study planning, fieldwork, data analysis and write-up, will be included as co-authors.

ARTICLE 6: MATERIAL TRANSFER AGREEMENT

Any and all materials transferred between the parties shall be subject to an acceptable ‘material transfer agreement’ (letter of donation) signed by the parties and appended to the agreement of collaboration regarding the individual projects.

ARTICLE 7: DURATION OF THE MEMORANDUM

This Memorandum of Understanding shall come into effect from the date of execution and shall cover a period terminating on 31st December 2014 at which time the Memorandum can be reviewed.

ARTICLE 8: IMPLEMENTATION

All rules and regulations pertaining to the two institutions and laws issued by the Government of Denmark and the Government of Kenya shall be strictly observed at all times.

ARTICLE 9: DISPUTE RESOLUTION

This Memorandum is the product of good faith. Both parties will use their best efforts to settle all matters in dispute amicably. All disputes and differences of any kind related to this Memorandum, which cannot be solved amicably by the parties, shall be referred to arbitration as described in the following way: (1) all disputes arising out of or in connection with the present agreement shall be finally settled under Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said rules. (2) The arbitration shall take place in Switzerland and shall be conducted in the English language. The award of the arbitrator shall be binding on both parties. The parties bind themselves to carry out the awards of the arbitrator. (3) The English wording in this agreement shall prevail. (4) All costs of arbitration, except expert fees and attorney's fees, shall be shared evenly by the parties.

ARTICLE 10: 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 make the performance of all or part of the parties obligations under this contract impossible. Upon notification of the occurrence of such a situation or event, the performance of this contract shall be deemed to be postponed for a period of time equivalent to that caused by the Force Majeure and reasonable period not exceeding one (1) week thereafter shall be allowed for re-mobilisation to continue the performance of the contract.

ARTICLE 11: REVIEW AND AMENDMENTS

The Memorandum may be amended or revised if both parties agree. Such amendments or revisions shall be effective from the date of signature. Amendments may be decided at any time and shall be made in writing upon mutual consent of the parties.

ARTICLE 12: TERMINATION OF MEMORANDUM

The Memorandum of Understanding may be terminated with immediate effect by mutual agreement between the parties or by either party giving the other not less than 180 days notice in writing.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding the day and year first herein above written



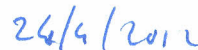
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Prof. Geoffrey M. Muluvi
Principal
South Eastern University College
Kitui
Kenya



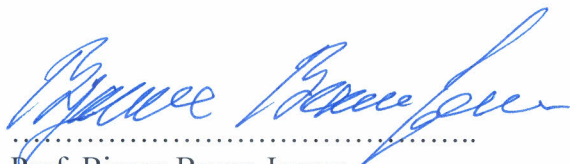
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Prof. John Nolan
Director
Steno Diabetes Center
Denmark



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Prof. Bjarne Bruun Jensen
Steno Health Promotion Center
Steno Diabetes Center
Denmark



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