

MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTH EASTERN UNIVERSITY COLLEGE

AND

KENYA AGRICULTURAL RESEARCH INSTITUTE

PREAMBLE

This MEMORANDUM of UNDERSTANDING (hereinafter together with all appendices to be attached hereto and forming an integral part hereof called the 'Memorandum of Understanding' (MoU) is made the..... Day of, **Two Thousand and Eleven** between **SOUTH EASTERN UNIVERSITY COLLEGE** established under and pursuant to the provisions of the South Eastern University College Act 2006 and of Post Office Box 170-90200, Kitui, within the Republic of Kenya (hereinafter referred to as '**SEUCO**' which expression shall where the context so admit include its successors and assignees) of the first part.

AND

The **KENYA AGRICULTURAL RESEARCH INSTITUTE** established under and pursuant to the provisions of the Science and Technology Act Chapter 250 laws of Kenya and of Post Office Box Number 57811, Nairobi, 00200, within the said Republic (hereinafter referred to as '**KARI**' which expression shall where the context so admit include its successors and assignees) of the second part.

WHEREAS

SEUCO and KARI in discharge of their respective public duties are desirous to boost Kenya's higher education, training and research opportunities, and agricultural production on a sustainable basis through the intensification of land use and application of improved technologies **concur that::**

- The mission of SEUCO is to generate, preserve and disseminate knowledge by integrating Science and Technology into quality programmes covering a wide variety in disciplines while engaging in innovative research training, teaching and consultancy;
- KARI's mission is to contribute, together with its partners, agricultural innovations and knowledge towards improved livelihoods and commercialization of agriculture through increasing productivity and fostering value chains while conserving the environment;

- Research, training and extension play an important role in the development and transfer of technologies and
- Both institutions are endowed with resources and personnel with vast knowledge and skills in agriculture and related professions.

NOW THEREFORE SEUCO and KARI inspired by their objectives to promote and accelerate the progress of research and training related to development and to their mandate have agreed to enter into an understanding as herein contained.

Article 1.0 PURPOSE

The main purpose of the collaboration is to integrate training, research and production, value addition and technology transfer to stakeholders with the aim of increasing research productivity and academic excellence, for national development.

Article 2.0 OBJECTIVES

The main objective of this MoU is to synergize efforts of the two institutions to stimulate scientific co-operation, strengthen teaching, research and production, and provide high quality service to stakeholders. The two institutions have complimentary roles in development of technology and capacity building in research, training and dissemination of information in agriculture and related professions. This collaboration will enhance professional skills for the staff of the two institutions through training, joint research and technological development activities; encourage and stimulate professional interaction among staff of the two institutions and enrich professionalism by exchange of experience, information, publications and materials.

Article 3.0 GENERAL PROVISIONS

3.1 Scope of the MoU

This MoU governs the broad area of collaboration between the two institutions. Specific agreements will be developed for each specific joint activity to be undertaken within the provisions of the MoU.

3.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of agent and principal or master and servant as 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 and on its behalf.

3.3 Insurance

In carrying out the functions of this MoU, each party will insure its own employees and ensure that all adequate safety precautions are in place.

3.4 Notices

Any notification, request or consent required or permitted to be given or made pursuant to this MoU shall be in writing. Any such notification, request or consent shall be deemed to have been given or made when delivered in person to the authorized representative at the Head Office of the party to whom the communication is addressed or when sent by registered mail, fax or E-mail (signed attachments) to such party at the following address:-

For: SOUTH EASTERN UNIVERSITY COLLEGE

The Principal,
South Eastern University College
P.O. Box 170-90200-
KITUI

Fax: (254) 056 30153

E-mail: principal@seuco.ac.ke

For: KENYA AGRICULTURAL RESEARCH INSTITUTE

The Director,

KARI,

P.O. Box 57811-00200,

NAIROBI

Fax: (254)-2-4183344

E-mail: director@kari.org

PROVIDED THAT a party may change its address, E-mail and fax number for communication hereunder by notifying the other party of such change pursuant to this clause.

3.5 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:-

- (a) On behalf of SEUCO by the Vice Chancellor or any other appointed Officer
- (b) On behalf of KARI by the Director or any other appointed Officer.

3.6 Third Party Participation

A third party (individual or institution) may on recommendation of either of the two institutions be permitted to participate in carrying out a function of the collaboration. Any such participation shall be carried out through an arrangement mutually executed by the two institutions, provided that no such arrangement shall be executed in contravention of any of the provisions of this MoU.

Article 4.0 EXCHANGE OF STAFF AND MUTUAL VISITS

- 4.1 During this collaboration, the two institutions may offer long-term and short term exchange of staff. The institutions may exchange staff when required and on such terms as shall be mutually agreed for the purposes of teaching, research, technology transfer and outreach or any other activity of mutual benefit to the two institutions.
- 4.2 The staff exchanges and mutual visits may include sabbaticals, post doctoral fellowships, research fellowships and teaching appointments.
- 4.3 In all activities and areas of mutual interest and expertise, the mother institution will continue to pay full salary and allowances while the host institution may provide accommodation, per diem and any other payments as provided for in a budget of jointly sought funds.
- 4.4 Depending on academic qualifications, scientific output and experience; staff from either institution will be given the appropriate recognition by the partner institution. A standardized procedure shall be developed and/or adopted by the two institutions for facilitation of the exchange.

Article 5.0 CAPACITY BUILDING

The two institutions may collaborate in staff and student development and training at all levels. This may include:

- 5.1 The attachment of SEUCO staff and students in KARI research centre subject to KARI's terms and conditions for such attachments and availability of capacity for exposure in research/technology transfer. The use by KARI staff of SEUCO facilities for research/technology/academic purposes.
- 5.2 Joint supervision for students by scientists from both institutions.
- 5.3 Provision of opportunities, as capacities may allow, for staff from either of the institutions to train/conduct research in either of the institutions' respective programmes. Members of staff training or conducting research

under this arrangement may be given tuition/bench fee concessions as shall be mutually agreed by the two institutions.

- 5.4 Use of facilities and resource personnel from both institutions to run courses as part of research, outreach and extension programmes subject to mutual agreements on terms of such use.

Article 6.0 SHARING OF EQUIPMENT AND PHYSICAL FACILITIES

- 6.1 SEUCO and KARI may permit researchers carrying out activities for intellectual development to use the existing facilities **PROVIDED** and is hereby mutually agreed by the parties that the use of the facilities will not operate as a right to pass title thereof to either party or any other person using the facilities **NOTWITHSTANDING** that the parties or any such other person may be required to meet the cost of maintenance of the facilities.
- 6.2 SEUCO and KARI may permit the use of the appropriate premises and facilities as a research, training or outreach site for the other institution upon such terms and for such duration as shall mutually be agreed upon.
- 6.3 The two institution may undertake joint activities as required and on such terms as per budgets, remuneration, insurance and any incidentals thereto as shall be mutually agreed with regard to training, research, technology transfer and income generation.

Article 7.0 AGRICULTURAL RESEARCH AND TECHNOLOGY DEVELOPMENT

The two institutions shall collaborate in joint agricultural research, technology development, fabrication of tools and equipment, technology dissemination and training in all areas of agriculture and livestock development including basic and applied research in breeding and production, resource management and Agri-business development.

Article 8.0 PATENTS AND CO-AUTHORSHIP

- 8.1 That prior to any disclosure of proprietary information by one party to the other concerning specific aspect of this collaboration, the one party may require the other to execute a confidentiality agreement in respect of the information.
- 8.2 SEUCO and KARI shall periodically review the results of joint research projects to determine if any research findings, including processes and methods, constitute patentable technology.
- 8.3 Once SEUCO and KARI are satisfied that a given discovery arising from a joint project is worth protecting by patent, the inventors from the two institutions will be required to sign a legal document transferring patent rights jointly to SEUCO and KARI; and a joint SEUCO/KARI patent will be filed in countries to be determined by the two parties.
- 8.4 SEUCO and KARI will assume equal responsibilities in administration of any patent obtained under this MoU. Responsibility for expenses relating to registration, administration, and further development and exploitation of the invention (including funds to the inventors to carry out further work to bring the invention to a stage where it can be commercial exploited, researching for commercial outlets, advertising expenses, and fees for patent attorneys) shall be agreed upon by both parties.
- 8.5 Material for publication or presentation arising from the joint research projects shall be submitted for clearance to the two institutions to ensure that no patentable discoveries are published prior to protection by patents.
- 8.6 Any scientific publications resulting from the collaborative research, including scientific papers, books and proceedings of conferences, seminars and workshops will be authored jointly to reflect where relevant contributions have been made and quoting the names of authors and the two institutions as well as the donor agencies if applicable.

- 8.7 All intellectual property including but not limited to technologies, methods and materials owned by one party prior to this agreement and made available under this agreement will remain its sole property. Nothing in this agreement shall be read and or construed to amount to a waiver , surrender, and or grant of license of intellectual property rights whether registerable or not by one party in favour of the other .

Article 9.0 TRANSERS OF GERMLASM AND OTHER TECHNOLOGIES

Germplasm or any other plant or animal material or technologies transferred to either of the institutions by the other shall be used for the intended purpose and should not be passed on to a third party without written authority of the originating institution and such transfer shall only take place after the signing of a Material Transfer Agreement.

Article 10.0 SHARING OF INTELLECTUAL CAPACITY

- 10.1 The parties will share personnel as and when required and on such terms as shall be mutually agreed for the purposes of teaching, research, extension, or any other activity of mutual benefit to the two institutions.
- 10.2 The SEUCO teaching staff and KARI scientists may be utilized as local consultants in research projects conducted in either institution.
- 10.3 SEUCO shall recognize KARI qualified researchers as adjunct teaching staff in their areas of specialization and engage them as in article 4.4
- 10.4 KARI shall recognize SEUCO qualified teaching staff as researchers in their areas of specialization and engage them as specified in article 4.4

Article 11.0 STUDENT ATTACHMENT

SEUCO and KARI shall collaborate in:

- 11.1 The attachment of SEUCO trainees (both undergraduate and postgraduate) in KARI research Centres for research/extension experience.
- 11.2 Joint supervision of students during attachment and research sessions.
- 11.3 Collaboration in Articles 11.1 and 11.2 shall be guided by the prevailing institutional policies on attachment and supervision.

Article 12.0 EXCHANGE OF INFORMATION

SEUCO and KARI shall:

- 12.1 Make available to each other catalogues of information in form of library materials, research reports, academic papers, dissertations, manuals, case studies materials as inter-library lending facility.
- 12.2 Hold joint seminars and workshops

Article 13.0 INFORMATION DISSEMINATION

SEUCO and KARI shall:

- 13.1 Establish a joint agricultural technology data bank and disseminate the data through seminars, workshops, extension services and other appropriate transmission methods.
- 13.2 Co-author and publish joint research findings and other information relevant to agriculture and technology.

Article 14.0 CONSULTANCY

- 14.1 SEUCO and KARI will provide consultancy to either party as need may arise.
- 14.2 SEUCO and KARI may pool resources and provide joint consultancy to third parties. Specific terms for these consultancies shall be mutually agreed based on institutional guidelines.

Article 15.0 FINANCIAL IMPLICATIONS OF THE MOU

- 15.1 It is understood that neither party assumes any financial obligations as a result of this MoU but financial arrangements shall be negotiated separately and shall depend upon the availability of funds.
- 15.2 The parties hereto undertake to solicit for funds including donor funds, research grants, contributions, subscriptions and such funds for the purpose of realizing any or all the objects of the collaboration.
- 15.3 The two parties further agree to bear the cost of administering the MoU on an equal ratio or as shall be mutually agreed from time to time.
- 15.4 Any equipment jointly acquired in the course of the collaboration shall remain in the custody of the host institution upon the expiry of that particular project, and shall not be disposed of without the mutual agreement of both parties.
- 15.5 The parties further undertake for themselves their agents and/or servants to observe all rules and regulations and if need be make further rules governing the use of their respective facilities including laboratories and workshops where such facilities are used to conduct any of the functions of this collaboration.

- 15.6 The parties do agree to share both in the gains and losses of the collaboration including skills, inventions/patents, profits and liabilities whether pecuniary or otherwise and to keep each other fully and properly indemnified at all times against all damages to or losses of any of their respective facilities resulting from the fault of their respective agents and/or servant.
- 15.7 The parties hereto shall be at liberty to employ the services of consultants, managers, auditors, clerks, secretaries and such other staff as may be required and on such terms as to remuneration, tenure, or otherwise for the purposes of carrying into effect any or all of the objects of the collaboration.

Article 16.0 ADMINISTRATION OF THE MOU

- 16.1 The administration of the MoU will be spearheaded by the designated research arms at SEUCO and KARI.
- 16.2 The two institutions shall appoint a joint SEUCO-KARI Steering Committee which will meet at least twice a year to oversee the MoU implementation and whose mandate will be as follows:
- To co-ordinate activities of the institutions for joint project identification, proposal writing and sourcing for funds;
 - Monitor implementation and evaluation of any on-going projects by evaluating progress reports of the technical committees;
 - Advise the various SEUCO and KARI departments/sections on available areas of collaboration;
 - Advise the respective institution's Chief Executive, through a written report, on the progress and need to review, renew or terminate the MoU.
- 16.3 The joint SEUCO-KARI Steering Committee shall work out mechanisms of evaluating, reviewing and/or amending the MoU from time to time as need

arises, on mutual agreement by the two institutions. All such amendments shall become Annexes to the MoU.

16.4 The two institutions shall appoint a joint Technical CO-ordination Committee for each specific project. This committee will meet at least four times in a year and its functions will be to:

- Approve joint proposals for donor funding in their areas and each project shall have a principal investigator mutually agreed upon by the two parties;
- Propose policy options, implementing strategies and evaluating procedures;
- Prepare programmes and specific projects for joint implementation;
- Seek to understand the various technological developments and information exchange in their areas of specialization.

Article 17.0 RENEWAL AND AMMENDMENT

Article 17.1 Renewal

The MOU shall remain in effect for five (5) years from the date it is signed, with the option of extending it and understanding that it may be reviewed and revised yearly by mutual consultation and consent.

17.2 **Amendments** to the MOU may be made from time to time as need arises or as amendments are formally requested by either of the respective Heads of the collaborating institutions. All mutual amendments shall become Annexes to this MOU.

Article 18.0 FAIRNESS AND GOOD FAITH

18.1 Good Faith

The parties undertake to act in good faith with respect to each other's rights under the objectives of this Memorandum of Understanding.

18.2 Operation

The parties recognize that it is impractical in this understanding to provide for every contingency which may arise during or after the life of the MOU and the parties hereby agree that it is their intention that this MOU shall operate fairly as between them and without detriment to the interest of either of the parties.

18.3 Confidentiality

The parties, their representatives, the researchers and personnel shall not, either during or after the term of this MOU, disclose any confidential information relating to the undertaking by either parties or each other's operations without the consent of the other party.

Article 19.0 SETTLEMENT OF DISPUTES

19.1 Amicable Settlement

The parties undertake for themselves, their agents and/or servants to observe all established rules and regulations and to make further rules and regulations to govern the use of facilities in the conduct of any or all of the functions of this MoU. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this MoU or interpretation hereof.

19.2 Right of Arbitration

Any dispute between the parties as to matters arising pursuant to this MoU which cannot be settled amicably **within THIRTY (30) DAYS after receipt** by one party of the other party's request for such amicable settlement may be submitted to the Arbitration Board or any three arbitrators mutually agreed upon by the parties for a decision in accordance with the provisions of the Arbitration laws of Kenya.

Article 20.0 TERMINATION

In case there is a problem/dispute that necessitates the MoU to be terminated, the following shall apply:

- (a) Either party that wants to terminate the MoU shall give a three months written notice. The MoU may be terminated if one party fails to discharge any of its responsibilities stated herein and persists in such breach for NINETY (90) DAYS, after written notices from the other party pointing the breach.
- (b) That in the event of such termination, joint collaborative activities shall be dealt with as shall be mutually agreed upon by the two institutions, and
- (c) That any gains or losses in the pursuance of the provisions of this MoU shall be shared on mutually agreed ratios, failing such agreement, the same shall be shared equally between the two institutions.

Article 21.0: *Force Majeure*

Neither party shall be liable in damages or have the right to terminate this MoU for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any operational or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

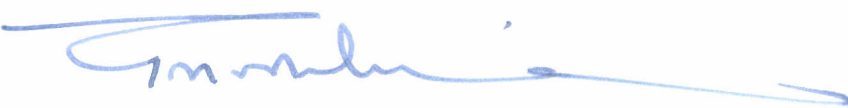
Article 22.0 GOVERNING LAW

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

IN WITNESS WHEREOF this Memorandum of Understanding has been executed by the parties under their respective hands on this 21st Day of October 2011 the year herein first written.

SIGNED AND SEALED ON BEHALF OF:

SOUTH EASTERN UNIVERSITY COLLEGE



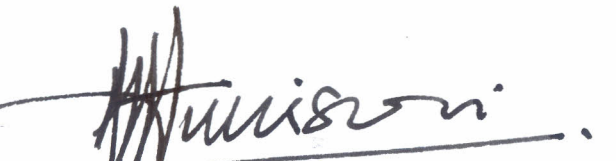
PRINCIPAL



WITNESS

SIGNED AND SEALED ON BEHALF OF:

KENYA AGRICULTURAL RESEARCH INSTITUTE



DIRECTOR





WITNESS