

MEMORANDUM OF UNDERSTANDING

FOR

**COLLABORATION ON RESEARCH AND DEVELOPMENT FOR
FOOD SECURITY & ECONOMIC EMPOWERMENT IN EASTERN
AFRICA**

BETWEEN

**AFRICA HARVEST BIOTECHNOLOGY FOUNDATION INTERNATIONAL
(AHBFI)**

AND

SOUTH EASTERN UNIVERSITY COLLEGE (SEUCO)

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1.0 BACKGROUND

This Memorandum of Understanding (MoU) is made and agreed on the basis of the mutual understanding between the African Harvest Biotechnology Foundation International (hereinafter referred to as ABHFI), headquartered in Nairobi, Kenya and the South Eastern University College (SEUCO) (hereafter referred to as SEUCO), headquartered in Kitui, Kenya.

Whereas AHBFI is a unique not-for-profit organization whose mission is to promote the use of science and technology, including biotechnology, to fight hunger, malnutrition and poverty in Africa by increasing agricultural yields and incomes. Africa Harvest works by building consortia made up of public and private sector entities to develop and deliver the benefits of agricultural biotechnologies to smallholder farming communities in sub-Saharan Africa (SSA). AHBFI has developed a Whole Value Chain approach to grassroots empowerment leading to successful agricultural technology adoption.

Whereas SEUCO was established as a Constituent College of the University of Nairobi through an Order contained in Legal Notice No. 102 of 18th July 2008. SEUCO has a vision to be a world class leader in providing quality education, training and research in dry land farming and innovative technology. The mission is to transform lives by produce quality manpower and innovative technologies for the agricultural industry and Information & Communication Technology (I.C.T) industry through development and implementation of quality academic programmes, establishing and maintaining quality assurance in all university's functions and opening up access to quality and affordable university education.

Therefore ABHFI and SEUCO have reached a mutual understanding to enter into a collaborative agreement as set forth below

2.0 PURPOSE OF THE MoU

- 2.1 The Parties share a common concern for the welfare of resource poor smallholder farmers in Arid and Semi arid areas of Kenya and recognize that they can work collaboratively to help marginalized communities to access farming technologies that can boost their food production, nutrition and income. To this end, the Parties will explore and identify suitable product for transfer to smallholder farmers and coordinate activities of mutual interest and exchange technology tools (information, technology, capacity building and materials) that will be used in conformity with the respective work of both Parties, and those of their respective collaborators, as mutually agreed.
- 2.2 This MoU sets forth the Parties' understanding with regard to their broad responsibilities in this partnership. Nothing in this MoU is to be construed as interfering in any way with the basic responsibilities and authority of either Party to undertake independent action. Neither party shall have any authority, either expressed or implied, to enter into any agreement, incur any obligations on behalf of the other, or commit the other party in any manner whatsoever without that other party's prior written consent.

3.0 BROAD OBJECTIVES

The Parties recognize the mutual benefits to be achieved through cooperative planning and execution of their activities. The Parties will seek to jointly implement projects that focus on ensuring capacity building in food security, promotions of sustainable agricultural development based on environmentally sound management of natural resources, enhancement of nutritional quality of diets, and provision of economic opportunities for resource-poor communities and society as a whole.

4.0 SPECIFIC RESPONSIBILITIES

The parties agree to collaborate in the following areas of mutual interest which will include;

- (i) Research programs
- (ii) Training
- (iii) Consultancy,
- (iv) Extension
- (v) Joint publication
- (vi) Student and staff exchange
- (vii) Information sharing
- (viii) Technology transfer
- (ix) Organizing joint conferences and workshops
- (x) Commercialization of appropriate agricultural innovations
- (xi) Joint proposal writing and resource mobilization

In such cases both Parties will develop bankable project proposal and implement the projects collaboratively.

4.1 The core strengths and contribution of AHBF1 to the partnership is:

- 4.1.1 Expertise in consortium building and down stream network development for capacity building and product dissemination
- 4.1.2 Professional and technical expertise to facilitate appropriate needs-driven Science and technology transfer, application and diffusion to promote health, nutrition, environmental conservation and socio economic development
- 4.1.3 Professional expertise in agricultural communication and media strategy including both print and electronic media for awareness creation and the visibility of the partnership

4.1.4 Distribution of identify products, through the whole value chain approach with demonstrated impact among resource poor farmers.

4.1.5 Expertise in Business Service Development, counseling and entrepreneurship training, and management skills development, and market linkages;

4.2 The core strengths and contributions of SEUCO to the partnership is:

4.2.1 Expertise in building capacity of the players along the value chain including target clients, with a view to ensure successful impact

4.2.2 Provide training facilities as may be required from time to time during the subsistence of this MoU

4.2.3 Develop training packages to help resolve specific problems of smallholder farmers.

4.2.4 Conduct Research and Development (R&D) in solving specific problems related to the capacity development of the smallholder farmers

4.2.5 Facilitate dissemination of knowledge and technology to the grass roots.

5.0 GENERAL PROVISIONS

5.1 The Parties will share information of mutual concern and interest relating to the objectives of this MoU. Further, each Party will keep the other informed of all communications to outside Parties relating to joint activities on which the Parties are collaborating.

5.2 All agreements between the Parties will be governed by and construed in accordance with the Constitutions or Charters of the Parties.

6.0 CONFIDENTIALITY

6.1 The Parties understand and agree that activities conducted during the subsistence of this MoU shall be carried out in a manner that is transparent and

publicly accountable. Nevertheless, it is possible that from time to time the Parties will find it necessary to utilize Confidential Information belonging to one or more of the Parties or to third parties whose intellectual, financial or other contributions may be efficacious in ensuring that resource-poor farmers in SSA receive the benefits of the Parties' joint activities. In order to ensure that the Parties' joint activities will not be jeopardized by the inadvertent disclosure of commercially or otherwise sensitive information, the Parties agree that Confidential Information will be dealt with as described below under this Article in the following manner:

- 6.1.1 AHBF1 and SEUCO shall use Confidential Information (as defined below) only as necessary for the purpose of the specific agreement to which such information relates. Neither AHBF1 nor SEUCO shall disclose or communicate Confidential Information of the other except to its employees who have a need to know the Confidential Information and any third party mutually authorized by the Parties, in writing, to receive the Confidential Information.
- 6.1.2 Except as designated in Article 6.1.4, "Confidential Information" shall include any documents, patent applications, materials, models, marketing, financial and investment plans, contacts, advice, recommendations, drawings, plans, diagrams, specifications, technical material, techniques, compounds, compositions, substances, seeds or any other physical or non physical matter in any way containing, representing or embodying any of the foregoing or any other information given, whether in written or other material form, by or on behalf of AHBF1 and SEUCO or vice versa, when such information is designated by one of the Parties as confidential. Each Party shall use its best efforts to ensure that the amount of information designated as Confidential Information is kept to the minimum necessary for accomplishment of the goals of the Parties.

- 6.1.3 In the event the Confidential Information must be disclosed pursuant to judicial order or requirement of law, the Party to whom such order is directed shall immediately notify the other party of such order or requirement and shall take all reasonable steps to limit such disclosure, and vice versa.
- 6.1.4 No obligation of confidentiality applies to any Confidential Information that:
- 6.1.4.1 the Party to which Confidential Information was disclosed already knew at the time of disclosure and which can be evidenced by that Party's business records;
 - 6.1.4.2 it was generally available to the public prior to the disclosure or become generally available to the public after such disclosure (other than as a results of the breach by the Party to which Confidential Information was disclosed of its obligations hereunder);
 - 6.1.4.3 the Party to which Confidential Information was disclosed independently developed, provided that Party can show that such development was accomplished by it or on its behalf without the use or any reference to the Confidential Information and which development can be evidenced by its relevant business records; or is disclosed by mutual agreement of the Parties.
 - 6.1.4.4 Each Party's obligations of confidentiality described herein shall be binding throughout the duration of the project and for a period of two years following the expiration or termination of this MoU.

7.0 EFFECTIVE DATE

This Agreement shall commence upon signatures and shall remain in effect for a period of three (3) years, after which ABHFI and SEUCO shall review the Agreement and decide on the way forward. The MoU shall be terminated by mutual agreement or as provided under Section 11.0

8.0 INDEPENDENCE OF PARTIES

Both AHBFI and SEUCO are independent organizations, but will be considered as joint venturers of each other. Neither party shall have any authority, either expressed or implied, to enter into any agreement, incur any obligations on behalf of the other, or commit the other party in any manner whatsoever without prior written consent, except as may be provided in this Agreement. No legal partnership shall be deemed created by or through this Agreement.

9.0 NOTICES

All notices or communications of an administrative nature to either Party by the other shall be addressed to such Party at the following respective addresses.

AHBFI Headquarters

Dr. Florence Wambugu

Africa Harvest Biotech Foundation International

P. O. Box 642

Whitefield place, 3rd floor, School Lane,

Opposite Westlands Primary School,

Westlands.

Village Market 00621

Nairobi, Kenya

Tel : +254 20 4441113/5/6

Fax: +254 20 4441121

Cell: +254 733633260

Principal

South Eastern University College

(SEUCO)

P.O Box 170 -90200

Kitui

Tel: 0717066706

10.0 DISPUTE AND ARBITRATION

The Parties will endeavour to resolve any dispute related to this Agreement in good faith. If the dispute cannot be resolved, each party will appoint an arbitrator, and the two arbitrators so appointed will appoint a third arbitrator. The Parties agree that any arbitration shall take place in Nairobi Kenya. The decision of the arbitrators shall be final

11.0 AMENDMENT AND TERMINATION

11.1 Any amendment to this Agreement and its annexes shall be made in writing and carry the signature of each of the Parties

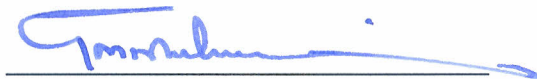
11.2 Either Party may terminate this Agreement upon giving ninety (90) day prior notice to the other. The MoU shall remain effective until the expiry of 90 days, in which event the MoU shall stand terminated. Obligations of both Parties to any investor (ongoing project commitments), will survive termination of this agreement by either Party.

Signed



Florence Wambugu (PhD)
Chief Executive Officer

ABHFI



Prof. G. M. MULUVI
Principal

SEUCO

Date 25-6-2010

Date 25-6-2010