

MEMORANDUM OF UNDERSTANDING

BETWEEN



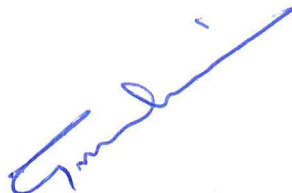
**SOUTH EASTERN KENYA UNIVERSITY
(SEKU)**

AND



**NATIONAL AUTHORITY FOR THE CAMPAIGN AGAINST ALCOHOL AND DRUG
ABUSE**

February, 2020



PREAMBLE

This **Memorandum of Understanding** (hereinafter together with all the appendices to be attached hereto and forming an integral part hereof referred to as “MoU”) is made the^{7th} day of December**Two Thousand and Twenty** between **SOUTH EASTERN KENYA UNIVERSITY** of P.O. Box 170-90200, Kitui, within the Republic of Kenya (hereinafter referred to as “**SEKU**”) established under and pursuant to the provisions of the Universities Act No. 42 of 2012, Laws of Kenya, which expression shall where the context so admits include its successors and assignees) of the first part.

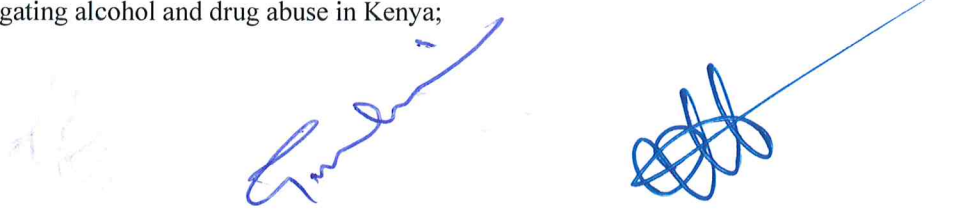
AND

The **NATIONAL AUTHORITY FOR THE CAMPAIGN AGAINST ALCOHOL AND DRUG ABUSE** of P.O. Box 10774 – 00100, Nairobi, within the said Republic (hereinafter referred to as “**NACADA**”) a State Corporation in the Ministry of Interior and Coordination of National Government, established by the NACADA Act No.4 of 2012 of the Laws of Kenya, which expression shall where the context so admits include its successors and assignees of the second part.

WHEREAS

SEKU and NACADA in discharge of their respective public duties are desirous to boost Kenya’s higher education, training, research opportunities, and public education and advocacy on alcohol and drug abuse through efforts aimed at preventing, controlling and mitigating alcohol and drug abuse in Kenya concur that:

- i. The mission of SEKU is to generate, preserve and disseminate knowledge by integrating Science and Technology into quality programmes covering a wide variety of disciplines while engaging in innovative research, training, teaching, extension and consultancy;
- ii. The mission NACADA is to coordinate a multi-sectoral effort aimed at preventing, controlling and mitigating alcohol and drug abuse in Kenya;



- iii. Moreover, NACADA undertakes collaborative research including dissemination and transfer of knowledge; and considering that:
- iv. Both institutions are endowed with resources and personnel with vast knowledge and skills in social, behavioural, health, and related professions;

NOW THEREFORE SEKU and NACADA inspired by their objectives to promote and accelerate the progress of research and training related to alcohol and drug abuse and to their mandate have agreed to enter into an understanding as herein contained.

ARTICLE 1: GENERAL PROVISIONS

a) Relationship between the Parties

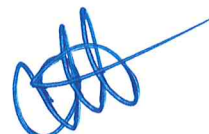
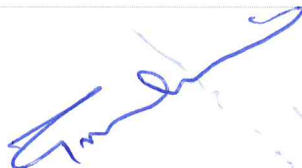
Nothing contained herein shall be construed as establishing a relationship of agent and principal or master and servant between the Parties. Each Party shall have the full control of its operations and undertakings and shall have full responsibility for activities and duties carried by itself and on its behalf.

b) Good faith and fairness

- i) The Parties undertake to act in good faith with respect to each other's rights and obligations based on the objectives and goals of this MoU.
- ii) The Parties recognize the impracticability of providing for every contingency, which may arise during or after the life of this MoU and, hereby, pledge to operate fairly and without detriment to the interests of either Party.

c) Notices

Any notice, request, consent or permission required shall be in writing and shall either be delivered in person to the authorized representative at the Head office of the Party or sent by mail to such



Party using the following address:

For SEKU:

The Vice Chancellor
South Eastern Kenya University
P. O. Box 170-90200
Kitui, Kenya
Tel. +254-20-2413859/ +254-716962770
Email: vc@seku.ac.ke

For NACADA:

The Chief Executive Officer
P.O Box 10774 - 00100 Nairobi
Phone: +254 202721997
Email: info@nacada.go.ke

A Party may change its physical address, postal address or e-mail address provided that it gives the other Party notice of such change in writing pursuant to this clause.

d) Authorized Representatives

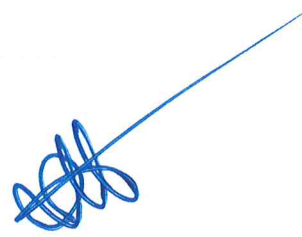
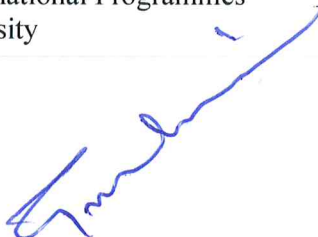
Any action required or permitted to be taken and any document required or permitted to be executed under this MoU may be undertaken or executed:

- i) On behalf of SEKU by the Vice Chancellor of SEKU and or his/her appointee/ assigns/ representatives/agents.
- ii) On behalf of NACADA by the Chief Executive Officer and or their appointee/assigns/ representatives/agents.

e) Liaison

On behalf of SEKU:

Director, Linkages and International Programmes
South Eastern Kenya University



P.O Box 170-90200
Kitui, Kenya.

On behalf of NACADA:

Director, Research & Policy Development
National Authority for the Campaign Against Alcohol and Drug Abuse
P.O. Box 10774 - 00100
NAIROBI
Tel: 254-20-2721997

f) Institutional Liability

No partnership or joint venture is created by this MoU, and neither Party can commit the other Party financially or otherwise to third Parties.

g) Derivative Agreements and Detailed Work-Plans

Detailed program specific Agreement and work-plans may be designed and prepared to facilitate the implementation of specific activities, projects and events within specified timeframes deriving from the main MoU.

ARTICLE 2: AREAS OF COLLABORATION

- a) Research on alcohol and drug abuse issues.
- b) Workplace programmes on alcohol and drug abuse.
- c) Peer reviewing and joint publishing of articles on alcohol and drug abuse.
- d) Public lectures on alcohol and drug abuse.
- e) Prevention of alcohol and drug abuse programmes among staff and students .
- f) Developing and implementing curriculum on alcohol and drug abuse.
- g) Developing joint research proposals for study or funding.
- h) Joint quality assurance benchmarking ventures.
- i) Exchange publications, academic materials and support information.
- j) Conduct training to peer educators on how to combat drug and substance abuse.
- k) Sponsorship or support for training related to alcohol and drug abuse.



ARTICLE 3: DURATION OF MOU

- a) This MOU shall become effective on the date of last signature and shall remain in force for five (5) years and may be renewed for a further period as may be mutually agreed by the parties.
- b) The detailed Agreements, which may become annexure to this MoU, may from time to time, be reviewed regularly as specified in such Agreements and work-plans.

ARTICLE 4: CONFIDENTIALITY

Each Party shall keep confidential all information or material acquired or produced in connection with this MoU and subsequent Agreements and shall not, without prior written consent from the concerned Party, use or disclose or otherwise make available this information or material in any form to any person, institution or agency.

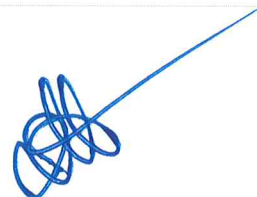
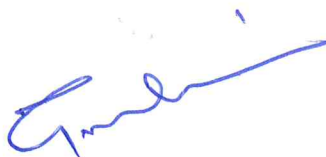
This provision shall be binding upon the Parties and shall remain in force even after the termination or expiry of this MoU.

ARTICLE 5: INTELLECTUAL PROPERTY

- a) Unless the Parties otherwise agree, no Party shall individually and without prior notice and consent of the other Party file or obtain whether in Kenya or anywhere, any Intellectual Property Rights over material or information under this MoU, provided that research touching on Alcohol and Drug Abuse (ADA) and carried out through collaborative initiatives as part of this MOU is availed through free and open access portals.
- b) Any trademarks or patents arising from such collaborative initiatives/projects/activities shall be jointly applied for and remain the joint property of the Parties unless the parties otherwise agree.

ARTICLE 6: MODIFICATION/AMENDMENTS

Modification of the terms and conditions of this MoU and subsequent agreements, if any, including modification of the scope of responsibilities of the Parties, may only be made by written agreement between the Parties and the same shall be incorporated as either an ADDENDUM to this MoU or as



Annexure to it. If it is a detailed Agreement or work-plan, it may be reviewed more frequently/regularly as specified in such Agreement or work-plan.

ARTICLE 7: USE OF NAME AND LOGO

Neither Party shall use the name or logo, or any variation thereof, of the other Party without first obtaining its written consent.

ARTICLE 8: STANDARDS OF PERFORMANCE

The Parties agree that all obligations under this MoU and any Agreement resulting from this MoU shall be performed in a manner protective of and consistent with both Parties' reputation for excellence and integrity in education and research.

ARTICLE 9: SEVERABILITY

In the event any provision of this MoU is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this MoU so as not to cause the invalidity or unenforceability of the remainder of this MoU. All remaining provisions of this MoU shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

ARTICLE 10: DISPUTE RESOLUTION

The Parties shall make effort and take all the necessary measures to ensure they amicably settle any conflicts or disputes arising out of or in connection with this MoU or its interpretation thereof.

Any dispute, conflict, difference or question, which may arise at any time, between the Parties, which cannot be settled amicably within **sixty (60) days**, shall be referred to an Arbitrator to be agreed upon between the Parties; provided that, if the Parties fail to agree on an Arbitrator, then within **21 days** of such failure to agree, the Chairman of the Chartered Institute of Arbitration, Kenya Branch, in accordance with and subject to the provisions of the Arbitration Act, Cap 49 Laws of Kenya, or any other written law or regulation for the time being in force, shall appoint an Arbitrator for the purposes of this MoU.



ARTICLE 11: TERMINATION

- a) Either Party may terminate this MoU by giving **six (6) months** written notice to the other Party.
- b) In the event of such termination of the MoU, any on-going activity under the collaboration shall be dealt with as shall be mutually agreed by the Parties.
- c) Any gain or losses in the pursuance of the objectives of this MoU that shall have been incurred at the time of termination shall be shared in mutually agreed ratios between the Parties.

ARTICLE 12: 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.

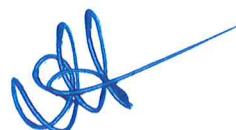
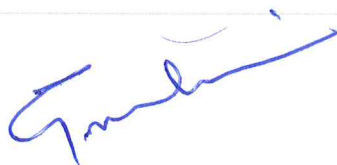
ARTICLE 13: GOVERNING LAW

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

ARTICLE 14: MISCELLANEOUS

In this MoU:

- a) Expressions in the singular shall include the plural and in the masculine shall include the feminine and vice versa and references to persons shall include corporations and vice versa.
- b) References to recital, clauses and schedules/annexure are references to recitals and clauses of and schedules/ annexure to this MoU.
- c) The headings used in this MoU are inserted for convenience only and shall not affect its construction or interpretation;
- d) Warranties: Any individual signing on behalf of either Party represents and warrants that all steps and actions have been taken under the entity's governing instruments to authorize the entry into this MoU. Such individual shall attach authorizing documentation at the time of execution hereof.



- e) Breach of any representation contained in this MoU shall entitle the aggrieved Party to terminate this MoU provided that such breach shall not enable the offending Party to escape its obligations undertaken in the course of implementing this MoU.
- f) All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this MoU.

IN WITNESS WHEREOF the Parties have signed this MoU the day and year first hereinabove mentioned.

Signed by the duly authorized representatives.



Sign: *[Signature]*
 Name: *V. A. Okuma*
 Chief Executive Officer, NACADA
 Date: *7/12/2020*

Witnessed by:
 Sign: *[Signature]*
 Name: *David Kamukoko*
 CORPORATION SECRETARY
 NATIONAL AUTHORITY FOR THE CAMPAIGN
 AGAINST ALCOHOL AND DRUG ABUSE
 Position: P. O. Box 10774 - 00100 NAIROBI
 TEL: 020 - 2721997
 Date: *7/12/2020*



Sign: *[Signature]*
 Name: *Prof. Geoffrey M. Okumu*
 Vice Chancellor, SEKU
 Date: *24/12/2020*

Witnessed by:
 Sign: *[Signature]*
 Name: *Prof. Zipporah Njirau*
 Position: Deputy Vice Chancellor,
 Academic, Research and Student Affairs

Date:

[Handwritten signature]

