



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL CENTRE FOR RESEARCH IN AGROFORESTRY<sup>1</sup>

AND

SOUTH EASTERN KENYA UNIVERSITY

*For*

Research and Capacity Building in Agroforestry and Natural Resources Management in  
Arid and Semi-arid Lands in Kenya

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<sup>1</sup> International Centre for Research in Agroforestry' (ICRAF) has the brand name "The World Agroforestry Centre"

**This Memorandum of Understanding is made between:**

**The International Centre for Research on Agroforestry** hereafter referred to as “The World Agroforestry Centre” or “ICRAF”, and located at  
United Nations Avenue, Gigiri,  
P.O. Box 30677-00100, Nairobi, Kenya

And

**South Eastern Kenya University**  
P.O. Box 190-90200, Kitui, Kenya

## **INTRODUCTION**

One of the primary problems facing Kenya, and indeed Africa, is the continued degradation of forests and natural resources, which leads to food insecurity and the loss of habitat for biodiversity conservation, among other problems. As a public university, South Eastern Kenya University (SEKU) recognizes that helping Kenya to address these problems and achieve her development goals through education, research and innovation, remains a necessary task. In this respect, SEKU is keen to partner with ICRAF to collaborate in generating and promoting the uptake of scientific knowledge, information, best practices, and innovations on integrated natural resource management, agroforestry, and agriculture.

SEKU is aware of ICRAF’s research and development programmes and similar ecosystems in East Africa, and is keen to mainstream technologies, innovations and policies and to enhance the capacity of communities and institutions to improve natural resources management and productivity at various scales. Through this collaboration, SEKU, in partnership with ICRAF, will foster opportunities for sub-regional collective actions and institutionalize the application of best practices in tree seed germplasm improvement at the local, national and regional levels, among other collaboration areas.

This Memorandum of Understanding (MoU) follows a series of discussions and meetings between SEKU and ICRAF officers, during which the objectives of the collaboration have been defined, common goals identified, and a collaborative bond built to improve research and capacity building in agroforestry and natural resource management.

## INSTITUTIONAL PROFILES

### THE WORLD AGROFORESTRY CENTRE

The World Agroforestry Centre – brand name for The International Centre for Research in Agroforestry (ICRAF) – is a leading international science-based research and development institution and a member of the Consultative Group on International Agricultural Research (CGIAR). For more than 35 years, the World Agroforestry Centre and its partners have worked with poor rural farmers to develop innovative agroforestry-based practices that help them manage their limited resources. The Centre’s vision is a rural transformation in the developing world as smallholder households increase their use of trees in agricultural landscapes to improve food security, nutrition, income, health, shelter, social cohesion, energy resources and environmental sustainability. Its mission is to generate science-based knowledge about the diverse role that trees play in agricultural landscapes, and use its research to advance policies and practices, and their implementation, to benefit the poor and the environment.

The Centre responds to livelihood and environmental challenges through tree-based systems in agricultural landscapes. These challenges include poverty and hunger, food insecurity, ill health, energy scarcity, biodiversity and habitat loss, climate change and land degradation.

### SOUTH EASTERN KENYA UNIVERSITY (SEKU)

SEKU is a fully fledged public university following the award of Charter on 1<sup>st</sup> March 2013 by His Excellency Mwai Kibaki, former president of Kenya, and in accordance with the Universities Act No. 42 of 2012, **SEKU** is mandated to

- a) Ensure advancement of knowledge through teaching, scholarly research and scientific investigation;
- b) Promote high standards in teaching and research; and
- c) Disseminate outcomes of research conducted by the university to the general community in *dryland agriculture, forestry, mining, energy, water and environmental sciences on arid and semi-arid lands (ASALs)*.

SEKU’s main campus is located in the arid and semi-arid Kitui County (formerly Kitui District). The campus is about 170 km from Kenya’s capital, Nairobi, and 40 km west of Kitui town, which is the County headquarters. The campus lies on 10,000 acres. The University also owns 4,500 acres in Emali, along the Nairobi-Mombasa road and two

urban plots in Nairobi and Kitui. In addition to the main campus, SEKU has campuses at Nairobi, Kitui, Machakos, Wote and Mutito-Andei.

SEKU is a quickly growing university and has nine schools and one institute. These include

1. School of Environment and Natural Resources Management
2. School of Agriculture and Veterinary Sciences
3. School of Water Science and Technology
4. School of Information and Communication Technology
5. School of Pure and Applied Sciences
6. School of Business and Economics
7. School of Engineering and Technology
8. School of Humanities and Social Sciences
9. School of Earth Sciences (Institute of Mining and Mineral Processing)

## **PREAMBLE**

**Whereas ICRAF and SEKU** have common visions of a sustainable future and complementary missions;

**Whereas both ICRAF and SEKU** wish to initiate effective cooperative relationships that will have positive impacts on smallholder farmers, and recognize the value of strengthened institutional and program collaboration in this regard;

And

**Whereas both ICRAF and SEKU** have the capacity to enter into an understanding and that their respective Chief Executive Officers have the authority to approve, sign and supervise implementation of agreements for their respective institutions;

**Now Therefore, ICRAF and SEKU,** inspired by their common objectives to strengthen a cooperative relationship to achieve common strategic objectives of addressing poverty, hunger and malnutrition, ecosystem management and climate change action through testing and promoting agroforestry, set forth this Memorandum of Understanding.

## **PROVISIONS**

- A. ICRAF and SEKU are jointly referred to hereinafter as 'The Parties'.
- B. This MoU sets out **eight (8) articles** as follows:

### **ARTICLE I - OBJECTIVES**

The main objective of the collaboration is to integrate research, training, value addition, knowledge management, information sharing and technology transfer in order to promote the development and uptake of technologies and innovations in agroforestry and natural resource management.

### **ARTICLE II - PROJECTS AND FUNDING**

To implement this MoU, the Parties will develop individual proposals for collaborative research, referring to specific responsibilities of each partner. The projects will contain a multi-year budget that is conditional on continued funding from donors and partners. Subject to an annual review based on research reports, the projects will be redesigned or adjusted accordingly to meet available funding or resources required or availability to perform agreed upon tasks. Any funding by ICRAF and SEKU contemplated hereunder shall be formalized under separate legally binding agreements.

### **ARTICLE III - CONFIDENTIALITY**

During the course of this MoU, either Party may acquire confidential information or trade secrets of the other ('Confidential Information'). Confidential Information of a Party means all information of whatever description, whether in permanently recorded form or not and whether or not belonging to a third party, which is by its nature confidential or which the Party identifies as confidential to itself. It **does not** include information to the extent that information is: (i) independently created or rightfully known by, or in the possession or control of, the other Party and not subject to an obligation of confidentiality on the other Party; (ii) in the public domain (otherwise than as a result of a breach of this Agreement); or (iii) required to be disclosed by law.

Each Party agrees to keep all such Confidential Information in a secure place, and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after performance of this MoU. This obligation of confidence shall not apply with respect to information that is (a) available to the receiving Party from third parties on an unrestricted basis; (b) independently developed by the receiving Party; or (c) disclosed by the other Party to others on an unrestricted basis.

## **ARTICLE IV - INTELLECTUAL PROPERTY**

### **i. Non-proprietary information/ownership of intellectual property/use of logos**

All intellectual property created under this MoU is considered jointly owned by the parties to this MoU. Each Party will execute its ownership rights in accordance with its policy on intellectual property.

Under the framework of this MoU, 'Intellectual Property Rights or IPR' means all intellectual property rights, including: (a) ideas, information, literary text, plant breeder's right, patents, copyright, registered designs, artwork, trademarks and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in (a).

The Parties agree that any information developed under this MoU will be made publicly available.

Any creative work developed by the parties under the framework of this MoU, including but not limited to all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media (the 'Joint Work'), shall remain the joint intellectual property of the Parties provided, however, that the Parties agree and acknowledge that the Joint Work shall be used exclusively for non-commercial purposes.

Parties to this MoU actively encourage the wide dissemination of creative works. Permission to make digital or hard copies of the joint creative work for personal use, education, research, training or other non-commercial use is hereby granted without fee and without formal request. Where any material is reproduced for training or other outreach activity the user is requested to supply ICRAF with a copy (electronic or other format) along with the details of use. Proper citation is requested and modification is purely on a prior consent basis.

If a joint work is formed, all joint authors are joint owners of the entire work (as opposed to each author only owning their own contribution). As a co-owner of the entire work, any joint author can:

- Modify, reproduce, and distribute copies of the entire work with the consent of the other owners;
- Grant a non-exclusive license to others to use the work while obtaining the consent of the other co-authors; and/or

- Transfer her or his interest to a third party (by written assignment) with the permission of the other owners.

The ownership of intellectual property that exists prior to the commencement of this MoU ('Pre-existing Intellectual Property') shall not be altered or transferred merely by virtue of its use for the projects contemplated hereunder.

The names and logos of the Parties are registered marks and may not be used without permission.

## **ii. Data use and access**

Raw data generated through activities covered by this MoU and the protocols that describe it are intellectual property and hence the previous paragraphs are relevant.

In addition,

- a. All such raw data and protocols will be accessible by both Parties.
- b. Parties will agree the specific objectives in collecting any data, and the timeframe for meeting those objectives.
- c. During that time, named scientists or students from either Party may have exclusive use of the data in order to meet the agreed objectives.
- d. After the agreed time limit, either Party may use the data to meet those objectives.
- e. Before the time limit has been reached, either Party may use the data for other purposes.

## **iii. Authorship**

The authorship of all reports, articles books or other outputs resulting from activities under this MoU will be determined by usual scientific norms.

Specifically,

1. All scientists involved in conceiving, planning, implementing or analyzing any activities will be invited to be authors of outputs resulting from the activity.
2. Scientists become authors if they then make a substantial intellectual contribution to drafting, reviewing and revising the output and they approve the final version.

Members of either Party cannot claim authorship on the basis solely of their position in the organization, or on other roles in activities that do not meet conditions 1 and 2.

## **ARTICLE V - SETTLEMENT OF DISPUTES**

Any disputes about the interpretation or application of this MoU will be resolved by consultations between the Parties and will not be referred to any national or international tribunal or third party for settlement.

**ARTICLE VI - SURVIVABILITY**

Articles III and IV of the MoU will survive after termination of this MoU in whatever manner the termination occurs.

**ARTICLE VII - NON-BINDING/RELATIONSHIP OF THE PARTIES**

Nothing in this MoU shall be construed to create a relationship between the Parties, nor to render any Party liable for the debts or obligations incurred by any other. No Party is authorized to make representations on behalf of the others, or to bind the others in any manner whatsoever.

**ARTICLE VIII – EFFECTIVE DATE, AMENDMENTS AND TERMINATION**

This Memorandum of Understanding will enter into effect on the date of the last signature and supersedes all prior understandings regarding collaboration between the Parties. This MoU will remain in force for a period of five years and may be extended upon mutual written consent.

The terms of this Memorandum of Understanding can be amended, with the approval of both Parties, by means of exchange of letters through the authorized officials at each institution. Either Party may initiate the exchange of letters.

This Memorandum of Understanding may be terminated by either Party by giving written notice of intent to terminate the understanding. Such termination shall not affect the execution and conclusion of specific activities in effect under the terms of this MoU nor publication and dissemination of results of research in progress. Such notice will be given six months in advance of the desired termination date.

Notices to the respective parties shall be addressed to:

Dr. Anthony Simons Director General's Office World Agroforestry Centre (ICRAF) P.O. Box 30677-00100 United Nations Avenue, Gigiri	Prof. Geoffrey M. Muluvi Vice Chancellor South Eastern Kenya University P.O. Box 190-90200 Kitui, Kenya
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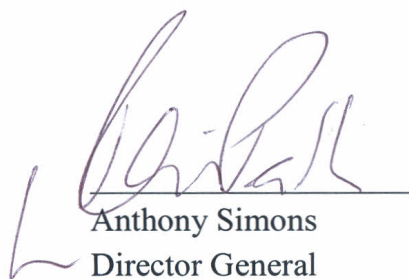


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IN WITNESS THEREOF, in the interest of implementing this MoU for mutual benefit to the Parties, two (2) original copies of this Memorandum of Understanding are signed by the respective officers on the day, month and year indicated against each signatory.

Signature

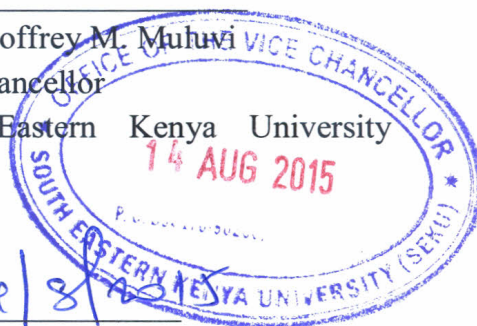
Signature





Anthony Simons  
 Director General  
 World Agroforestry Centre (ICRAF)

Prof. Geoffrey M. Mulwa  
 Vice Chancellor  
 South Eastern Kenya University  
 (SEKU)



29/07/2015

14/8/2015

Date

Date



WITNESS

WITNESS

30/07/2015



Date

Date 14/8/2015