

MEMORANDUM OF UNDERSTANDING

BETWEEN



SOUTH EASTERN KENYA UNIVERSITY

(SEKU)



AND

COUNTY GOVERNMENT OF KITUI

Introduction

The South Eastern Kenya University (SEKU) of P.O Box 170-90200 ,Kitui and the Kitui County Government (GOK) P.O. Box 33-90200 are desirous of establishing a joint collaboration to mutually offer attachments / placements for the students from South Eastern Kenya University (SEKU) hereinafter referred to as ' the University' pursuing various academic programs in the field of Health sciences in order to get a diverse clinical exposure at the Kitui County Referral Hospital hereinafter referred to as 'the Hospital' of the County Government of Kitui.

1.0 Interpretation of words and phrases

1.1 In this Memorandum, unless expressly specified otherwise, the following words and phrases whenever used herein shall connote the following meanings:

'Academic staff' means persons on the staff of University South Eastern Kenya University who hold positions of Professor, Professor Emeritus, Associate Professor, Senior Lecturer, Lecturer, Librarian, Assistant Lecturer, Assistant Librarian, Chief Technician, Senior Technician, Senior Technician, or any other teaching or research position which the University Council has expressly recognized as a post having academic status at the University.

'Clinical staff' includes academic staff of Kitui County Referral Hospital rendering clinical services at the Hospital;

'Clinical services' means diagnostic, pharmaceutical, therapeutic, rehabilitative, preventive or palliative services

'Competent authority' includes the Vice Chancellor SEKU, Medical Superintendent Kitui County Referral Hospital – and such other officers and organs of governance of the two institutions; parties to this Memorandum of Understanding (MOU) and includes the MOU Implementation Committee;

'Ethical standards' means standards set for and required of medical or clinical staff by relevant codes of professional ethics and/or conduct and by applicable conventional professional norms of usage or practice established overtime;

'Genuine requirements' includes such requirements or needs as are provided for by law under which an institution party to the Memorandum is established and/or governed and regulations made there under or as are otherwise implied or envisaged by the institution's statutory powers , objects and functions.

'Honorary status' means status, not bearing normal or usual substantive employment terms and conditions, conferred under a supplementary contract by an institution party to the Memorandum as an employee holding substantive job title under a primary or principal contract with the said institution party to this memorandum;

'The Hospital' means Kitui County Referral Hospital of the County Government of Kitui

'The organs of governance' means the South Eastern Kenya University (SEKU) , the County Government of Kitui Cabinet, the County Health Management Team, the Hospital Management Committee of Kitui County Referral Hospital, the Hospital Management Team, the Senate of SEKU, other boards and committees as from time to time established by mutual consent, reduced into writing of parties to this MOU;

'Professional conduct' means such conduct as abides by, complies or is in line with the requirements of good practice and ethical standards of one's profession prescribed by law and/or otherwise in the profession by conventional practice or usage;

'Reciprocal representation' means equal representation in a specified representative organ or representation on the same or equal terms in such an organ;

A **'Teaching Hospital'** means a hospital used by a University or a Faculty or a School of Medicine and Public Health as a venue or forum for giving systematic practical instruction, illustration or training to medical students and related health professionals;

'Two institutions parties to this Memorandum' refers to South Eastern Kenya University and the Kitui County Referral Hospital;

'University' means SEKU as constituted under the relevant Act of Parliament and herein known as South Eastern Kenya University.

1.2 Enabling Acts to prevail

Nothing in this Memorandum of Understanding shall be construed to oust the respective objectives and powers of the parties herein provided for under their respective constitutive legislations and/or any other written national law.

1.3 Preamble

WHEREAS, the South Eastern Kenya University is an institution of higher learning established and committed to the training students in the field of Health Sciences;

WHEREAS, the Kitui District Hospital of is endowed with facilities necessary for such practical learning experience and;

WHEREAS, the Hospital and the University hereinafter referred to as 'the Parties' wish to promote the development of the Kitui District Hospital in training and health service delivery in the catchment area and region.

WHEREAS, the parties recognize that co-operation between them – would strengthen and enable the two parties, severally and/or jointly, to perform complementary activities in teaching including practical courses and attachment, research, professional development and provision of health care services; and therefore is mutually desirable, beneficial and acceptable.

NOW, THEREFORE, the parties mutually agree that the following Memorandum of Understanding (MOU) shall govern their co-operation in dealing with matters covered by and incidental to this Memorandum and those connected or associated therewith;

1.4 Duties and Responsibilities of parties

1.4.0 South Eastern Kenya University

SEKU shall;

- a) Ensure that the university academic staff and students assigned to the hospital facilities recognize, respect and adhere to the professional and ethical requirements of training, research and service activities in the Hospital;
- b) Disseminate adequate information among the staff and students of SEKU about the contents of this Memorandum in order to facilitate abidance with and implementation of its terms and conditions;
- c) Cover; as appropriate, diagnostic, pharmaceutical, logistic or any other costs especially required by the University for the teaching and/or research, and not necessitated by the regular patient care and research activities of the hospital;
- d) Ensure that the clinical staff of SEKU in addition to their employment in the University, offer clinical consultancy services in the hospital where appropriate. *and County staff* *Referral*.
- e) Accord honorary academic status to deserving clinical staff of Kitui District Hospital who are appropriately qualified and meet the academic requirements for appointment as an academic staff in the University;
- f) Endeavor to, obviate or avoid any act of commission or omission that may cause, lead to or result in misunderstanding, disharmony, disputes or conflict between the two parties;
- g) Cause to and participate actively in the membership and activities of joint committees of the two institutions, constituted under this MOU;
- h) Maintain all educational records and reports relating to the students.
- i) Ensure that placement of students is done in a manner that does not disrupt the smooth running of the facilities.

1.4.1 Kitui County Referral Hospital.

Kitui County Referral Hospital shall;

- a) Allow South Eastern Kenya University to use Kitui District Hospital and all its facilities for teaching, research, and instructing their students in clinical and public health practice.

- b) Provide access to the academic staff and students of the University, to the diagnostic, outpatient, inpatient and other facilities of the Kitui District Hospital for purposes of teaching, research, and clinical services.
- c) Facilitate eligible staff of the Hospital in addition to fulfilling their employment duties in the hospital, render mutually identified, and acceptable service to the University.
- d) Facilitate eligible visiting staff and students of other universities, institutions, or organizations that have collaborative agreements with SEKU to use the hospital for training, research, and clinical practice in such a manner that is consistent with the letter and spirit of this Memorandum.
- e) Facilitate enforcement of discipline and observance of rules and regulations of SEKU ethical standards and good professional conduct among the Hospital staff rendering service in the University in relation to their academic and/or duties.
- f) Disseminate adequate information among the staff of Kitui District Hospital about the contents of the MOU in order to facilitate abidance by and implementation of its terms and conditions.
- g) Endeavour to and obviate or avoid any act of commission or omission that may cause, lead to or result in misunderstanding, disharmony, disputes or conflict between the two parties.
- h) Cause to promote the spirit of understanding and mutual resolution of disputes and conflicts should they arise.
- i) Participate actively in the membership and activities of the joint committees of the two institutions constituted under this MOU
- j) Provide effective teaching, supervision, and evaluation of SEKU students on clinical and/or practical attachment at the Hospital.
- k) Allow the University staff and students' access and/or use of all other hospital facilities for purposes of training of students.
- l) Under no circumstances compensate or employ students to work for a salary in the hospital while on clinical or other educational programmes.

except of students

2.0 Powers and privileges

The South Eastern University of Kenya (SEKU) shall enjoy the following powers and privileges under this MOU;

- a) Use Kitui County Referral Hospital as a teaching hospital – a venue and forum of teaching, instructing, conducting practical courses and research for the University in the spirit of this Memorandum.
- b) Have reciprocal representation and/or the same number of representatives, as the case may be, in joint committees of the two institutions, including the Research Ethics Committee (REC)
- c) The University reserves the right to discontinue any student found contravening the articles of this MOU from the programme or on the recommendation of the hospital.

Kitui County Referral Hospital

Kitui County Referral Hospital shall have the following powers and privileges;

- a) Call for adherence by SEKU to several and/or joint requirements of duty clauses of this MOU relating to the University and adopt such cause of action that is consistent with the letter and spirit of this Memorandum.
- b) Have eligible visiting staff of other universities, institutions, or organizations that have collaborative agreements with SEKU sign with the hospital specific roles and duties of the respective visiting staff members, and require their allegiance to the hospital in the performance of their specified roles / duties.
- c) Have reciprocal representation or the same number of representatives in joint committees of two institutions, including the Research Ethics Committee (REC)

3.0 Mutual Interests

- a) All items and equipment shall, by mutual agreement, be owned by the Kitui County Referral Hospital and that, such items shall be jointly identifiable clearly with Kitui County Referral Hospital markings;

- b) All items and equipment bought or donated by the University and/or any of its collaborating institutions for exclusive use in the hospital shall belong to Kitui County Referral Hospital **unless otherwise agreed in writing to the contrary**;
- c) The hospital shall be consulted to collaboratively provide specifications for the equipment;
- d) The parties shall jointly repair, maintain and replace all items or property, including equipment, facilities, conveniences amongst others identifiably marked with the hospital marking in order to ensure smooth delivery of clinical services and teaching;
- e) The terms and conditions of the use of equipment and facilities shall be determined on mutual agreement, and in the interest of co-operation, where each party gives reasonable access to the use of these facilities to the members of the other institution.

4.0 Other terms

- a) Each institution shall maintain its own separate identity, under its own management during the period of this agreement.
- b) Each learning session at the Hospital will accommodate the number of students convenient for learning.
- c) The University agrees to indemnify the hospital for losses caused by any student during the course of the hospital learning session.
- d) The hospital shall arrange for emergency medical care of the students should need arise. Bills and/or other related hospital charges shall be the responsibility of the University.

5.0 Implementation Committee

There shall be formed, by the two parties, an MOU Implementation Committee consisting of 5 members or their representatives, authorized by them in writing.

5.1 The Chair of the MOU Implementation Committee shall be held in rotation, as mutually agreed, between the Medical Superintendent or any other officer designated

by the County Executive Committee Member for Health and Sanitation and the Dean, Faculty of Health Sciences or any other officer designated by the Vice Chancellor, SEKU; provided that no institution shall hold the Chair for more than two (2) consecutive years.

5.2 The quorum for the meetings of the MOU Implementation Committee shall be at least four members; of these two must be from either partner institution.

5.3 The MOU Implementation Committee shall determine its own procedure of conducting meetings.

5.4 The main functions of the Implementation Committee shall be to coordinate ~~on~~ issues covered under this MOU and supervise the implementation of the MOU, and to resolve, in good faith, disputes, or disagreements between the two parties arising under the Memorandum in the spirit of co-operation.

Prepare quarterly reports relating to progress on implementation of the MOU to the County Executive Committee Member, Health and Sanitation and the Deputy Vice Chancellor, Academics, Research and Student Affairs who will in turn brief the Governor, Kitui County and the Vice Chancellor, SEKU, respectively.

5.5 Without prejudice to the generality of clause 5.0 the functions of the MOU Implementation Committee shall include;

- a) To handle matters referred to it by either party involving staff serving in or attached to clinical departments;
- b) To cause and recommend a review of this Memorandum from time to time as and when need arises, provided that there shall be a general review of the Memorandum at least once in every (3) three years.

5.6 The MOU Implementation Committee shall have power to appoint sub-committees and co-opt other members as and when required, amongst other things for the better and proper carrying out of its functions.

5.7 The two institutions, parties to this Memorandum, shall agree between them to contribute equally to the expenses of the MOU Implementation Committee.

6.0 Project outlines and work plans

This Memorandum may be supplemented by project outlines and work plans and other addendum that describe more specifically the activities to be carried out or items required for the collaborative activities agreed upon by the two partner institutions.

The said project outlines and work plans shall be deemed as annexures to this MOU and may originate from either party, but will require approval of both parties.

7.0 Research and Ethics Committee

There shall be a Research Ethics Committee (REC) with reciprocal or equal membership, which shall comply with the national regulation and acceptable international standards on composition of Ethical Committees.

When forming such ethical committees, the individual institution may request for a representative from the other institution to be a member.

8.0 Exchange of Scientific Information

In furtherance of common interests, the parties shall strive to;

- a) To learn from each other and enhance collaborative endeavors through scientific meetings, conferences or seminars;
- b) Exchange academic and scientific information through sharing knowledge, data, teaching materials, methodologies, techniques and technologies;
- c) Assume equal responsibilities in the protection of intellectual property rights and patenting of any inventions arising from collaborative research, subject to existing intellectual property rights policy of each partner institution.

9.0 Decisions

Each party shall communicate to the other, in good faith, within thirty (30) days any decision (s) that may adversely affect the interests of the other party as far as the letter and spirit of this MOU is concerned.

10.0 Amendments and Termination

The two institutions, parties to this Memorandum, may by mutual consent reduce into writing, add, delete or amend any of its words, sentences or provisions; provided that such alterations shall be done in good faith.

This Memorandum shall remain in force for ten (10) years renewable unless either party to it serves a written notice of six (6) months to the other party expressing its intention to terminate it, in which event the MOU shall stand terminated at the expiry of such notice. The said notice must outline grounds for termination.

11.0 Disputes Resolutions

Internal referrals

The parties to the MOU agree that should a dispute arise with respect to this MOU, they shall make good faith efforts to resolve the dispute on a business basis through negotiations; such negotiations shall begin immediately after either of the parties has delivered to the other a written request for such negotiations

Mediation

If within fifteen (15) days following the date on which notice is given, the dispute cannot be resolved, any party may within the next seven (7) days declare a dispute by written notification to the other, where upon the dispute shall be referred to mediation and the mediator shall be appointed by the agreement of the parties within (7) days of the declaration of the dispute aforesaid.

If:

- a) The parties fail to agree on the choice of mediator,
- b) A party disputes the decisions of the mediator appointed
- c) The mediation does not for any reason whatsoever resolve the dispute within a period of thirty (30) days of the declaration of the dispute aforesaid,

The parties agree to submit the dispute to arbitration.

Arbitration

Where the parties agree to submit to the dispute for arbitration, such arbitration shall be conducted in accordance with the rules of the charted Institution of Arbitration, Kenya Chapter. The place of arbitration shall be agreed by the parties and the language of the arbitration shall be English

The arbitration shall be conducted by an arbitral tribunal consisting of one (1) arbitrator jointly appointed by the parties. If the parties are unable to agree on the joint appointment, the arbitration shall be conducted by two (2) arbitrators of whom one (1) shall be appointed by each party separately and the two (2) arbitrators shall finally determine the dispute. In the event of disagreement between them, the arbitrators shall appoint an umpire.

The decision of the arbitrator(s) shall be final and binding upon the parties to the fullest extent permissible by law.

Nothing in this MOU shall affect the right of the parties to commence legal proceedings or otherwise take legal action in an appropriate jurisdiction for purposes of seeking and enforcing injunctive relief.

Both parties shall resolve, in good faith, any disputes arising from the MOU.

In the event of differences or any dispute that cannot be resolved amicably within the MOU Implementation Committee or otherwise such a dispute shall be referred to arbitration in accordance with the Laws of Kenya.

12.0 Enforcement

This Memorandum of Understanding shall come into operation on such date as parties to this Memorandum shall, through their competent authority, execute it or, if a different date, as shall be appointed by them.

IN WITNESS WHEREOF, the parties hereto set their respective hands in the manner and on the day and year hereinafter below:

Signed

Prof. Geoffrey Muluvi
Vice Chancellor
SEKU

County Executive - Health
County Government of Kitui

Date

Date.....



Signed. (Witnesses)

Prof. Zipporah Ng'ang'a
DVC – ARSA
SEKU

Medical Superintendent
Kitui District Hospital

Date

Date.....



HITHERTO GRANTED

Hon. Dr. Julius Malombe

GOVERNOR

Kitui County Government.

Signed:

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Date