



MEMORANDUM OF UNDERSTANDING

BETWEEN

WONKWANG UNIVERSITY, REPUBLIC OF KOREA

AND

SOUTH EASTERN UNIVERSITY COLLEGE, KENYA

2012

**Memorandum of Understanding
Between
Wonkwang University, Republic of Korea
And
South Eastern University College, Kenya**

In order to advance relations between Wonkwang University (WU) and South Eastern University College (SEUCO), the two named institutions join in the following agreement on the promotion of educational and academic exchanges.

Agreement

1. Effective Date and Duration of Agreement

This Memorandum of Understanding ("MoU ") shall take effect on the date it is made and shall continue for a period of five (5) years.

2. Areas of Co-Operation

The Parties will discuss opportunities for cooperation in the following areas with a view to developing and carrying out collaborative activities of common interests:

- a) academic staff cooperation on collaborative research, lectures and conferences in areas of common interest;
- b) general academic collaboration including the exchange of educational resource materials and publications that are of mutual interest;
- c) assessment of units for advanced standing for academic programs offered at each institution;
- d) development and implementation of student exchange programs;
- e) staff exchange;
- f) identification of special short-term academic programs and projects of mutual benefit to both institutions; and
- g) any other collaborative efforts that both parties may deem fit from time to time.

3. Activities and Projects

Collaborative activities or projects between the parties *shall be carried out through such activities as:*

- a) Exchange of faculty airport to airport exchange programme to engage in lecturing, conducting research and curriculum support in mutually offered courses.
- b) Both institutions may consider granting scholarships for graduate students on mutual academic programs offered at each institution on 2+2 years degree courses. Exchange of academic materials and other information in mutually offered courses.
- c) English/Korean classes may be offered during the winter and summer holidays for Wonkwang/SEUCO students in SEUCO main Campus; terms and conditions are to be negotiated between the institutions.



The parties' responsibilities and obligations and the conditions relating to each activity or project and compliance with applicable law will be subject to further agreement containing all the comprehensive details.

4. Legal Effect of this Agreement

This MOU outlines the framework of a working relationship between the parties. Except as expressly noted, it is not intended to constitute a contract, but is built on goodwill and binding in honour only. No partnership or joint venture is created by this MoU, and neither party can commit the other financially or otherwise to third parties.

5. Confidentiality

Each party shall keep confidential all information or material acquired or produced in connection with this agreement and shall not without prior written consent use or disclose or otherwise make available this information or material in any form to any person. This provision shall be binding upon the parties and shall survive the termination or expiry of this agreement.

6. Intellectual Property

Ownership of Intellectual Property shared by the parties pursuant to this agreement will remain with the contributor or creator. All such material should be treated as confidential and not for public circulation unless specifically agreed otherwise by both parties. This provision shall be binding upon the parties and shall the termination or expiry of this agreement.

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.

8. Standards of Performance

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

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.

10. Notices

- 10.1. Any notice or other communication to be given by any party to this MoU shall be in writing and shall be deemed duly served if delivered personally by hand delivery or

sent by registered post to the addressee at the address of that party set opposite its name below or at such other address as the party to be served may have notified (in accordance with the provisions of this Clause) for the purposes of this agreement:

Any notice or other communication shall be deemed to be served if delivered by hand or by registered post, upon delivery at the relevant address detailed at the end of this MOU.

11. Termination

Either party may terminate this MoU by providing a minimum of six months written notice to the other party.

12. Miscellaneous

12.1. In this MoU:

12.1.1. 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;

12.1.2. References to recital, clauses and schedules are references to recitals and clauses of and schedules to this MoU;

12.1.3. The headings used in this MoU are inserted for convenience only and shall not affect its construction or interpretation;

12.2. Warranties:

12.2.1. 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 authorising documentation at the time of execution hereof.

12.2.2. Breach of any representation contained in this paragraph 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.

12.3. All prior agreements:

12.3.1. Representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this MoU.

13. Modification

Except as otherwise provided in this document, this MoU may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss



of this document shall not be construed as a modification or termination of the MoU contained herein.

14. Force Majeure

Neither Party shall have any liability or be deemed to be in breach of this MoU for any delays, failures or impossibility resulting from circumstances beyond the reasonable control of that Party.

15. Execution

South Eastern University College

P.O.Box 170-90200

Kitui, Kenya

Signed for and on behalf of South Eastern University College by its duly authorised officers:

Prof Geoffrey M. Muluvi Ph.D
Principal of SEUCO
Office held



Signature of authorized person



Koki Muli
Director External Linkages
SEUCO
Office held

Signature of witness Signature

Wonkwang University

of 344-2 Shinyong-dong, Iksan Chonbuk 570-749, Republic of Korea

Signed for and on behalf of Wonkwang University by its duly authorized officers:

Jeong, Se Hyun Ph.D
President of Wonkwang University
Office held

Signature of authorized person Signature

Seoc Woo, Kim
Dean of Center for International Affairs
Wonkwang University
Office held

Signature of witness Signature