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**IM OF UNDERSTANDING**

**BETWEEN**

**..... UNIVERSITY**

**AND**

**UNIVERSITY OF NAIROBI  
PO BOX 30197  
NAIROBI**

**Drawn By  
REBECCA W. NGONDO  
LEGAL OFFICER  
UNIVERSITY OF NAIROBI**

## MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding (hereinafter referred to as the "MOU") executed this \_\_\_\_\_ day of \_\_\_\_\_ 2013 between the \_\_\_\_\_ (Physical address) and the University of Nairobi of **P.O. Box 30197-00100 NAIROBI** hereinafter "UON".

**WHEREAS** the University of Nairobi has inter alia as one of its objectives, to provide directly or in collaboration with other institutions of higher learning facilities for University education including technological and professional education and research; and participate in the discovery and transmission of knowledge and the stimulation of intellectual life and cultural development of Kenya;

**WHEREAS** the XXXX University has a general aim to contribute to University Education including technological and professional education and research;

**NOW** therefore the two parties have agreed to cooperate as follows:-

### 1. **AREAS OF COLLABORATION**

- i) Joint teaching arrangements for postgraduate programmes
- ii) Joint supervision of Postgraduate projects
- iii) Student and faculty, exchange
- iv) Joint application for funding including donor funds, research grants, contributions subscriptions
- v) Participation in joint academic seminars meetings including participation with other collaborators
- vi) Any other collaborative efforts as may be determined from time to time.

Operational guidelines both academic and budgetary for each activity under the MOU shall be set down in a specific letter of agreement.

1. The two parties hereto undertake to jointly solicit for funds including donor funds, research grants, contributions, subscriptions and such related funds for the purpose of realizing any or all the objectives of the collaboration.
2. The overall Memorandum does not entail any obligation for the two parties to fund any travels for researchers from the other institution. Provided that funds are available from elsewhere (e.g. concrete collaborative projects), both parties will facilitate practical arrangements related to study visits from the collaborating institution including office accommodation and necessary administrative functions (such as flight reconfirmation and hotel reservation) to enable them to carry out programme objectives.
3. Both institutions shall seek waiver of duty and value added tax applicable in their respective countries on any equipment and materials obtained from either country for use by students and staff participating in this collaboration. As a general rule, the title and custody of any equipment acquired in the course of the collaboration shall remain with the host institution upon the expiry of that particular project as specified in individual 'agreements of collaboration'.
4. Both institutions shall abide by current international guidelines on good research practice and ethics available in relation to all research activities.
5. Both institutions further agree to bear the cost of administering the programme on such terms as shall be mutually agreed upon from time to time.

make rules governing the use of their respective facilities including laboratories, library and workshops where such facilities are used to conduct any of the functions of this collaboration as specified in 'agreements of collaboration' regarding each individual project.

7. Both parties jointly and independently agree to make available suitable facilities and personnel as and when required and on such terms as to fees, remuneration, insurance, and any other incidents thereto as specified in 'agreements of collaboration' regarding each individual project.
8. The way in which the parties shall share both in gains and losses of the collaboration including skills, inventions/patents, profits and liabilities whether pecuniary or otherwise, as well as the way the parties shall keep each other indemnified against all damages to or losses of any of their respective facilities resulting from the fault of their respective agents and/or servants will be specified in the individual project agreements – provided always Intellectual Property rights shall be shared equally.

## **MANAGEMENT OF THE COLLABORATION**

Each Institution shall designate a coordinator to develop and coordinate the program activities.

The initial coordinators are Prof / Dr..... (Email address) for the UON and Prof / Dr..... (Email address) for the University of.....

Both parties agree to create a back link in their respective website for the other party.

Notification of change or successor shall be in writing to the other party.

## **RIGHTS**

All rights created by patent as a result of joint activity shall be shared by the .....University and University of Nairobi. Unless all the parties agree, no party shall individually, and without prior notice and consent of the others, file or obtain whether in Kenya or elsewhere and anywhere any Intellectual Property Rights over any research materials or information under this Memorandum including properties, derivatives or processes including those that may utilize the knowledge of local communities regarding any product or process even such process has been modified to a more sophisticated level by synthetic or any other method. Such Intellectual Property shall be in any event jointly owned by both parties. Regarding authors' rights, only co-investigators and other scientific staff that have contributed significantly to the study planning, fieldwork, data analysis and write-up, will be included as co-authors.

## **MATERIAL TRANSFER AGREEMENT**

Any and all materials transferred between the parties shall be subject to an acceptable 'material transfer agreement' signed by the parties and appended to the agreement of collaboration regarding the individual projects.

## **DURATION OF THE MEMORANDUM**

This Memorandum of Understanding shall come into effect from the date of execution and shall remain in force for a period of five years.

## **IMPLEMENTATION**

All laws, rules and regulations issued by all parties shall be strictly observed at all times.



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Any dispute or disagreement relating to implementation of the Memorandum shall be resolved by negotiation between the two parties. If however, the parties fail to arrive at an amicable resolution, the dispute shall be referred to an arbitrator agreed upon by the parties.

### **FORCE MAJEURE**

Either party shall promptly notify the other party, in writing, of any situation or event arising from circumstances beyond their control, which they could not have reasonably foreseen, and which make the performance of all or part of the parties obligations under this contract impossible. Upon notification of the occurrence of such a situation or event, the performance of this contract shall be deemed to be postponed for a period of time equivalent to that caused by the Force Majeure and reasonable period not exceeding one (1) week thereafter shall be allowed for remobilisation to continue the performance of the contract.

### **REVIEW AND AMENDMENTS**

The Memorandum may be amended or revised if both parties agree. Such amendments or revision shall be effective from the date of signature. Amendments may be decided at any time and shall be made in writing upon mutual consent of the parties.

### **TERMINATION OF MEMORANDUM**

The memorandum of Understanding may be terminated with immediate effect by mutual agreement between the parties or by either party giving the other not less than six (6) months notice in writing.



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the Parties hereto have executed this \_\_\_\_\_ Day of \_\_\_\_\_ 2013

**SIGNED** for and on behalf of the **UNIVERSITY OF NAIROBI:**

\_\_\_\_\_

**PROF. G.A.O MAGOHA  
THE VICE CHANCELLOR  
UNIVERSITY OF NAIROBI**

In the Presence of:

**SIGNED**

for and on behalf of the **UNIVERSITY OF .....**

\_\_\_\_\_

**NAME.....**

**PRESIDENT/ VICE CHANCELLOR / RECTOR  
THE UNIVERSITY OF .....**

In the Presence of: