



KENYATTA UNIVERSITY
CENTRE FOR INTERNATIONAL PROGRAMMES AND COLLABORATIONS

INTERNAL MEMO
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TO: Prof. Jain
FROM: Director, CIPC
REF: KU/CIPC/LINKS.ACTV/LINKGEN/VOL7/4
DATE: 5th March 2015

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**Subject: MOU BETWEEN KENYATTA UNIVERSITY AND MAHARAJA
SAYAJIRAO UNIVERSITY**

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Attached, please find 2 copies of the MoU between Kenyatta University (KU) and
Maharaja Sayajirao University (MSU).

Please send them to MSU for signature and ask them to send back one original
copy.

Thank you.

Prof. Agnes Gathumbi
DIRECTOR,
CENTRE FOR LINKAGES AND INTERNATIONAL PROGRAMMES

Kmw.



MEMORANDUM OF UNDERSTANDING

BETWEEN

**KENYATTA UNIVERSITY,
NAIROBI, KENYA**

AND

**THE MAHARAJA SAYAJIRAO UNIVERSITY OF BARODA
VADODARA, GUJARAT, INDIA**

This MEMORANDUM OF UNDERSTANDING is made on this **19th** day of **March 2015**.

BETWEEN:

1. **Kenyatta University of Post Office Box Number 43844 – 00100 Nairobi, Kenya** (hereinafter referred to as “KU” and where the context so admits includes its successors and assigns) of the one part;

AND

2. **The Maharaja Sayajirao University of Baroda, Vadodara-390002, Gujarat, India** (hereinafter referred to as “MSU” and where the context so admits includes its successors and assigns) of the other part.

NOW IT IS HEREBY AGREED as follows:

PART I

SCOPE OF COOPERATION

The areas of cooperation include, subject to mutual consent, programmes offered at both institutions as felt desirable and feasible on either side, or that both sides contribute to fostering and development of the cooperative relationships between the two institutions. The assistance to be provided by each of the parties will be teaching, research, exchange of faculty and students, cultural exchange and staff development, as deemed beneficial by the two institutions.

PART II

GENERAL AREAS OF COOPERATION

Assistance shall be carried out, subject to the availability of funds and the approval of the Vice Chancellor, of MSU and the Vice-Chancellor of KU, through such activities or programmes as:

- 1 Exchange of faculty members;
- 2 Exchange of students;
- 3 Joint research activities;
- 4 Participation in international seminars and academic meetings;
- 5 Exchange of academic materials and other information;
- 6 Short-term academic programmes.

PART III

INTELLECTUAL & TECHNICAL PROPERTY RIGHTS

In the course of collaboration between MSU, and KU, participating individuals using proprietary materials and technologies acquired by either institution must adhere to intellectual property (IP) and technical property (TP) protection (e.g. material transfer agreement (TA) or license) pertaining to the relevant technologies and material. Protection of innovations, research products and other IP/TP (through patents, knowledge production rights, or other means) accruing from joint collaboration between, MSU, and KU shall be done jointly following consultations with the relevant institutional IP/TP organs/panels on proprietary science and technology.

All TP/IP resulting from the collaboration shall be jointly owned and managed by MSU, and KU.

For purposes of this collaboration, IP shall be taken, without limitation, to mean intellectual property rights (IPR), unpublished patent applications, and any other inventions, improvements, and/or discoveries that may or may not be legally protectable, including all know-how, trade secrets, research plans and priorities, research results, reports, statistical models, computer programmes, product ideas, etc. Technical or tangible property (TP) will be taken to mean, without limitation, tangible property such as computer software, architectural designs and teaching or learning toys or aids.

PART IV

SETTLEMENT OF DISPUTES

Both parties hereby undertake to use their best efforts to mutually resolve any dispute[s] that may arise as between them from the interpretation and enforcement of this agreement.

PART V

GOVERNING LAW

This Agreement shall be governed by and construed in all aspects in accordance with International Law, Common Law and Equity.

PART VI

FORCE MAJEURE

No failure or delay by the Parties hereto in the performance of any obligation herein contained shall be deemed a breach of this agreement, nor shall the same create any liability as a result of any force or cause beyond the control of the Parties including, but not limited to, acts or omissions of any government, compliance with laws, regulations, orders or requests of any governments, fire, storm, flood or earthquake, war, rebellion, revolution, riot, strikes or lockouts, provided that lack of finances shall not be considered a *force majeure* nor shall any *force majeure* suspend any obligation for the payment of money due hereunder. Should an event of *force majeure* occur which prevents the performance of any obligation of either Party, the performance of any such obligation, directly, indirectly or consequentially affected by the event of *force majeure*, will be postponed for such time as the performance necessitates. The Parties hereto shall make all reasonable efforts to minimize, reduce, and mitigate the effect of any delay occasioned by an event of *force majeure*.

PART VII

IMPLEMENTATION OF THE MOU

Specific details on the implementation of each area of collaboration shall be detailed in an "Agreement" done in writing. Such *Addenda* will include the specific activities to be conducted; responsibilities of each Party; participation, time and resources required; implementation procedures; and other details as necessary. The two parties agree that they will be free to participate in such projects acting either individually, or collectively.





PART VIII

RENEWAL, TERMINATION AND AMENDMENT

This agreement shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that either party giving notice to the other party in any year may terminate it. The agreement may be extended by mutual consent of the two parties.

This agreement may be amended by the exchange of letters between the two institutions. Such amendments, once approved by both institutions, will become part of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have offered signatures:

For: The Maharaja Sayajirao University of Barod Gujarat, India	For: Kenyatta University Nairobi, Kenya
Prof. Parimal H. Vyas Ag. Vice-Chancellor Signature:  Date: <u>16/3/2015</u>	Prof. Olive Mugenda Vice-Chancellor Signature:  Date: <u>2/3/15</u>
Witnessed by:	Witnessed by:
Prof. Sharad N. Bansal Director, International Affairs Signature:  Date: <u>16/3/2015</u>	Prof. John Okumu Deputy Vice-Chancellor (Academic) Signature:  Date: <u>3.3.15.</u>

