

MEMORANDUM OF AGREEMENT

BETWEEN

AND

**KENYATTA UNIVERSITY,
NAIROBI, KENYA**

----- and **Kenyatta University,
Nairobi, Kenya**, wish to establish a co-operative relations between the two institutions, especially to develop the academic research links/collaboration and cultural interchange between the two institutions through mutual assistance in the areas of education, research, capacity building and others 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 AREA OF COOPERATION

Assistance shall be carried out, subject to the availability of funds and the approval of the Chancellor, ----- and the Vice-Chancellor of Kenyatta University, 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 Special short-term academic programmes.

PART III

INTELLECTUAL & TECHNICAL PROPERTY RIGHTS

In the course of collaboration between -----, and Kenyatta University, 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, -----, and Kenyatta University 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-----, and Kenyatta University.

For purposes of this MOA, IP shall be taken, without limitation, to mean intellectual property rights (IPR), unpublished patent applications, and any other inventions, improvements, and/or discoveries that may or may not be legally protectable, including all know-how, trade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

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 Agreement.

IN WITNESS WHEREOF, the parties hereto have offered signatures:

For: -----

**For: Kenyatta University
Nairobi, Kenya**

**Prof. Olive Mugenda
Vice-Chancellor**

Date:

Date: