



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Jomo Kenyatta University of  
Agriculture and Technology, Kenya**

**AND**

**National Board for Higher Education, Eritrea**

**Witnessed by**

**Japan International Cooperation Agency**

## **PREAMBLE**

This MEMORANDUM of UNDERSTANDING (hereinafter referred to as “MoU”) is made between **JOMO KENYATTA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY** (hereinafter referred to as “JKUAT”, which expression shall where the context so admit include it's assigns and/or successors) of the first part and **National Board for Higher Education** (hereinafter referred to as “NBHE” which expression shall where the context so admit include it's assigns and/or successors) of the second part.

JKUAT is an Institution of higher learning established in Kenya under the **Jomo Kenyatta University of Agriculture and Technology Act 1994**. The University’s objectives and functions include *inter alia*, to provide higher learning facilities for University education and to participate in the discovery, transmission, preservation and enhancement of knowledge and to stimulate the intellectual participation of students on the economic, agricultural, professional and cultural development of Kenya;

The NBHE (representing the relevant Institutions of Higher Education (hereinafter referred to as “IHE”) in Eritrea under its umbrella) is a government body entrusted with a broad mandate to promote, plan, formulate higher education policy, evaluate and improve higher education and facilitate the advancement of all IHE in Eritrea to be centers of excellence in education, research and consultancy services;

**Collectively referred to as the “Parties” and individually as the “Party” named above;**

**Recognising** that JKUAT and NBHE are institutions whose mission/ programme is geared towards higher education training and research;

**Appreciating** the importance of sharing resources available in the two institutions;

Having verified the mutual interest that the Parties share a common interest in developing educational ties of cooperation between them in academic capacity building, including education, research, and programme development; the Parties, in the spirit of deepening ties, agree, therefore, to enter into this MoU. This MoU establishes a framework for co-operation between the Parties and sets out the general principles for cooperation.

## **ARTICLE 1: OBJECTIVES OF THE MoU**

This MOU represents the Parties’ intent to cooperate in strengthening higher education. The major objectives of the MoU are:

- i) To boost and enhance higher education training through research, training, innovation, technological development and capacity building in the areas of mutual interest.

- ii) To provide an instrument for establishing various collaborative initiatives for the growth and mutual benefits of the two institutions.
- iii) To enhance professional skills of staff in all the institutions through training, joint research ventures, staff exchanges, curricula development and review, staff and students interactions and exchange of experiences and information.
- iv) To encourage any other activities that the Parties agree to be of mutual benefits.

## **ARTICLE 2: GENERAL PROVISIONS**

### **i) Relationship between the Parties**

The Parties hereby agree to promote and develop cooperation on the basis of the principles of equality and reciprocity. Each Party is independent and shall have full control of its operations and undertakings and shall have full responsibility for activities and duties carried by it and on its behalf.

### **ii) Relationship of the Parties with others**

The provisions of this MOU shall not be deemed to diminish or impair in any way the independence of the Parties in any of their respective functions or relationships or cooperation with other parties.

### **iii) Good faith and fairness**

- a. The Parties undertake to act in good faith with respect to each other's rights and obligations under the objectives of this MoU.
- b. The Parties, their representatives, their researchers and personnel shall not, either during or after the term of this MoU, disclose any proprietary information relating to the undertaking by Parties and each other's operations without the consent of the other Party.
- c. The Parties recognise the impracticality of providing for every contingency, which may arise during or after the life of the MoU and hereby agree to operate fairly and without detriment to the interests of either of them.

### **iv) Notices**

Any notice, request or consent required or permission to be given or made pursuant to this MoU shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered either in person to the authorised representative at the Head Office of the Party to whom communication is addressed or when sent by registered mail or by fax or by email to such Party at the following address:

For: Jomo Kenyatta University  
of Agriculture and Technology  
Juja Town, off Thika Road.

The Vice Chancellor JKUAT  
P.O. BOX 62000-00200  
Nairobi, KENYA  
TEL: 067 52711/52033  
Fax: 067- 52030  
E-mail:[vc@jkuat.ac.ke](mailto:vc@jkuat.ac.ke)

For: National Board for  
Higher Education  
Asmara, Eritrea

The Executive Director  
P.O. Box 1220, Asmara, ERITREA  
Tel: +291-1-161938  
Fax: +291-1-162236  
Email: [tadessemehari@gmail.com](mailto:tadessemehari@gmail.com)

Provided that a Party may change its, physical and postal address, fax and email for notice hereunder by giving the other Party notice of such change pursuant to this clause.

Proof of posting or dispatch shall be deemed to be proof of receipt:

- a) In the case of a letter, on the 21<sup>st</sup> day after posting
- b) In the case of fax, or email, on the day immediately following the date of dispatch, but the sender has to confirm receipt of the same by the other Party by telephone.

Without prejudice to the foregoing provisions, any notice shall be sent by the quickest means reasonably available.

**v) Authorised Representative**

Any action required or permitted to be taken and any document required or permitted to be executed under this MoU may be taken or executed:

- a) On behalf of JKUAT by the Vice Chancellor, or his/her appointee.
- b) On behalf of the NBHE by the Executive Director, or his/her appointee.

**The above objectives shall be achieved through the STRATEGIES and CONDITIONS specified hereunder:**

**ARTICLE 3: AREAS OF COLLABORATION**

That the Parties will collaborate in the following areas: -

- i. Joint project management and implementation
- ii. Sharing of laboratory and research facilities
- iii. Institutional capacity building

- iv. Staff exchange and attachment
- v. Student training and attachment
- vi. Exchange and dissemination of information
- vii. Research, innovation and technology development
- viii. Joint curriculum development
- ix. Technology transfer
- x. Intellectual property governance
- xi. Outsourcing

### **ARTICLE 3.1: JOINT PROJECT MANAGEMENT AND IMPLEMENTATION**

The Parties agree: -

- i) That when specific projects are developed, details of the projects including their management and implementation modalities will be developed and agreed upon by the Parties and they will be attached to this MoU as Annexes. The project document shall cover the name of the specific project; specific objectives and procedures; contribution and responsibility of each Party; type and limitation of expenditures, including method of exchange of funds where applicable; duration; and other provisions considered applicable to the project.
- ii) That a project document shall be within the terms of and subordinate to this MoU. Project documents shall be subject to revision by agreement of the Parties in writing as the progress of the work may justify. Each project document shall clearly specify the date when it enters into effect and its duration.
- iii) To provide staff, institutional services and materials where necessary to implement and complete the objectives of specific co-operative projects as outlined in Annexes to the MoU.
- iv) That specific Appendix to this MoU may require funding, which may be sought through separate or joint bilateral technical assistance.

### **ARTICLE 3.2: SHARING OF LABORATORY AND RESEARCH FACILITIES**

The Parties do agree: -

- i) To share suitable facilities as and when required and on such terms as to fees, remuneration, insurance, and any incidentals thereto shall be mutually agreed for the purposes of implementing the objectives of the collaboration.

- ii) To permit researchers carrying out activities under this MoU to use the existing facilities provided there is mutual agreement between the Parties that the use of the facilities will not operate as a right to pass title thereof to either Party or any other person using the facilities notwithstanding that the Parties or any such other person may be required to meet the cost of maintenance of the facilities.
- iii) That equipment and materials procured for joint research activities and from resources set aside or intended for such activities shall be used primarily for such activities. Such equipment shall for all intents and purposes be presumed to belong to the institution where the research is based.
- iv) That any equipment acquired in the course of the collaboration shall remain in the custody of the host institution and upon the expiry of that particular project, equipment shall be disposed of by the agreement of all Parties.
- v) That notwithstanding the conditions in clause iv above, any equipment donated in the course of the collaboration shall remain in the custody of the host institution and upon expiry of that particular project, it shall be disposed off in accordance with the terms and conditions of the donation. In the absence of donation terms and conditions then clause iv above will apply.
- vi) To ensure that Parties, their agents and/or service providers observe all rules and regulations and if need to make further rules governing the use of their respective facilities including laboratories and workshops where such facilities are used for conduct of any of the functions of this collaboration.
- vii) To share both in the gains and losses of the programme including skills, inventions/patents profits and liabilities whether pecuniary or otherwise and to keep each other fully and properly indemnified at all times against all damages to or losses of any of their respective facilities resulting from the fault of their respective agents and/or service providers.

### **ARTICLE 3.3: INSTITUTIONAL CAPACITY BUILDING**

The Parties do hereby agree to: -

- i. Collaborate in staff development programmes
- ii. Jointly organise staff training workshops and seminars
- iii. Build capacity in access of emerging and appropriate technologies
- iv. Develop capacity for specific programmes of mutual interest

- v. Provide opportunities, as capacity may allow, for staff of either institution to train for skills improvement in the training programmes of either of the institutions
- vi. Identify the source of funding and secure the funds for activity identified in (v) above.

#### **ARTICLE 3.4: STAFF EXCHANGE AND ATTACHMENT**

The Parties do agree: -

- i. To encourage, support and facilitate mutual visits by staff in order to learn from each other as well as to strengthen the collaborative ties.
- ii. To offer long-term and short-term exchange of staff to be engaged in research, production, teaching and other activities in areas of mutual interest and expertise.
- iii. That the host institution shall facilitate and help as necessary staff from the other institutions in the performance of their work. Staff from either institution shall be expected to work under the rules, regulations and procedures applicable in the host institution.
- iv. That such staff shall be allowed access and use of office, workshops, machinery, equipment, ICT library and laboratory facilities necessary for their work in the host institution.

#### **ARTICLE 3.5: STUDENT TRAINING AND ATTACHMENT**

The Parties shall: -

- i) Collaborate in technology training and student research in all disciplines relevant to the Parties.
- ii) Establish an attachment programme and a joint supervision of students from JKUAT and IHE in Eritrea who are on attachment and vice versa.
- iii) Allowances for students on attachment will be paid as per each Party's policy on attachment.

### **ARTICLE 3.6: EXCHANGE AND DISSEMINATION OF INFORMATION**

The Parties shall: -

- i) Share information in form of library materials, research reports, academic papers, dissertations, production manuals, and case studies materials.
- ii) Joint publication of information relating to research, production and innovation.
- iii) Work out modalities of exchange of such information.

### **ARTICLE 3.7: RESEARCH, INNOVATION AND TECHNOLOGY DEVELOPMENT**

The Parties shall: -

- i) Collaborate in the conduct and promotion of research, development and innovations in areas of common interest.
- ii) Jointly develop research proposals in areas of special importance to their mandates and explore sources of funding for such proposals.
- iii) Ensure that any publications produced from joint research work shall acknowledge those involved from the Parties and shall be subject to publishing regulations of the Parties.

### **ARTICLE 3.8: JOINT CURRICULUM DEVELOPMENT**

The Parties will involve each other in curriculum development and review of common relevant courses.

### **ARTICLE 3.9: TECHNOLOGY TRANSFER**

The Parties agree that: -

- i) They shall encourage technology transfer between them and other institutions.
- ii) Technology jointly developed and owned by the Parties shall not be transferred to another party or parties without the written consent of both the Parties.
- iii) Technology transferred from one Party to the other, which is not jointly owned, should be used for the intended purpose and should not be

passed on to another party or parties without written consent of the originating institution.

### **ARTICLE 3.10: INTELLECTUAL PROPERTY GOVERNANCE**

The Parties do agree that: -

- i) Title rights, copy rights, patent rights or any other intellectual rights generated from information and data collected and analysed under this Agreement shall be the property of JKUAT and NBHE.
- ii) Prior to any disclosure of proprietary information by one Party to the other concerning specific aspect of this collaboration, it may require the other to execute a confidentiality agreement.
- iii) JKUAT and NBHE shall periodically review the results of joint research projects to determine if any research findings, including processes and methods, constitute of patentable technology.
- iv) Once JKUAT and NBHE are satisfied that a given discovery arising from a joint project is worth protecting by a patent, the inventors from all the Parties shall be required to sign assignment contracts to transfer intellectual property rights jointly to JKUAT and NBHE and a joint JKUAT and NBHE intellectual property right shall be filed in countries to be determined by both the Parties.
- v) Each Party shall be at liberty to enter into an agreement with any inventor. In the event that a Party is approached by an inventor to develop a product further, or exploitation and the input of the other collaborating partner is required then, all Parties shall sign the relevant agreements and jointly register the intellectual property rights in the joint names of JKUAT and NBHE or if the inventor desires to have his/her name to be included, the Intellectual property right shall be in the names JKUAT, NBHE and the inventor.
- vi) JKUAT and NBHE shall assume equal responsibilities in administration of any intellectual property right obtained under (iv) and (v) above. Responsibility for expenses relating to registration, administration and further development and exploitation of the invention (including funds to the inventors to carry out further work to bring the invention to a stage where it can be commercially exploited, researching for commercial outlets, advertising expenses, and fees for patent attorneys) shall be agreed upon by both Parties. Any decision relating to the commercial exploitation or to the manner of disposal of the intellectual property right shall be made jointly by the Parties taking into consideration the intellectual property regulations of each institution in particular the role of the inventor.

- vii) Material for publication or presentation arising from the joint research projects shall be submitted for clearance to both the Parties to ensure that no patentable discoveries are published prior to protection by intellectual property.
- viii) Any scientific publications resulting from collaborative research, including scientific papers, books and proceedings of conferences, seminars, workshops and exhibitions will be authored jointly to reflect where relevant contributions have been made and include the names of authors and the Parties, as well as the donor agencies where applicable.

### **ARTICLE 3.11: OUTSOURCING**

The Parties shall be at liberty to employ the services of consultants, managers, auditors, clerks, secretaries and any such other staff as may be required and on such terms as to remuneration and tenure as may be agreed upon with the employees for the purpose of carrying into effect any or all of the activities of the collaboration.

### **ARTICLE 4: FINANCING OF COLLABORATIVE PROGRAMMES**

The Parties hereby agree: -

- i) That no Party shall unilaterally assume any financial obligation as a result of this MoU.
- ii) That both Parties shall jointly solicit for funds, contributions and fees for the purpose of realising any or all the activities of the collaboration.
- iii) Where applicable, to jointly share the cost of administering the programme on such ratios as shall be agreed upon from time to time.

### **ARTICLE 5: ADMINISTRATION OF THE MoU**

The Parties agree that: -

- i) At JKUAT the Research, Production and Extension Division will spearhead the Administration of the MoU, while at NBHE, the Bureau for Higher Education Administration and International Linkages will coordinate the administration and implementation of the MoU.
- ii) The Parties shall establish at least a four (4) member Joint Management Committee (hereinafter referred to as "JMC"), two (2)

from each Party to oversee the implementation of the MoU. Each Party will appoint its representatives.

- iii) The Terms of Reference of the JMC shall include the following:
  - a) To work out mechanisms for reviewing and evaluating the impacts of the MoU every two years and at the end of the MoU duration. The JMC shall arrange for the review at any time that a review request is made by any of the Parties.
  - b) To co-ordinate activities of both the Parties for joint project identification and sourcing for funds.
  - c) To monitor implementation of any on-going activities by evaluating progress reports of the technical committees that are running the activities.
  - d) To advise various institutes/colleges/faculties/schools/departments/centres of both the Parties on available areas of collaboration.
  - e) To advise the Parties' Chief Executives (or their appointed representatives) through a written report on the progress of the collaboration or on any need to amend or review the same.
  - f) Any other activity relevant to this collaboration
  
- iv) Both the Parties and institutions under them shall when necessary appoint relevant Joint Technical Co-ordination Committees (JTCC) which will meet at least four times in a year and whose functions will be to steer each specific project through the following:
  - a) Joint proposal development for donor funding.
  - b) Proposing policy options, implementing strategies and evaluation.
  - c) Prepare programmes and specific projects for joint implementation.
  - d) Seek to understand the various technological developments.
  - e) Information exchange.
  - f) Any other activity relevant to this collaboration.

#### **ARTICLE 6: SCOPE OF THE MoU**

- i. The MoU governs the broad objectives and conditions of the collaboration and acts as an umbrella for specific projects of collaborations that may be developed under its terms and conditions.
  
- ii. Detailed specific agreements and/or projects of collaborative activities between Colleges/Faculties/Schools/Programmes/Centres/Departments or Institutes shall be developed within the provisions of the MoU and, after approval, shall become Annexes to the MoU.
  
- iii. Such specific agreements and/or projects may include: a Memorandum of Agreement (MoA) - that defines in detail the

specific project being undertaken and a Financial Memorandum (FM) - that defines in details all the financial matters/undertakings/involvement of the collaborating parties in that particular project or activity.

#### **ARTICLE 7: DURATION OF MoU**

- i) The MoU will remain in force for five (5) years at the end of which the two Parties may review the collaboration.
- ii) The detailed agreements (Annexes) may be reviewed more frequently as specified in such agreements.
- iii) If the two Parties agree to renew the MoU, the JMC shall initiate the renewal of the MoU at least six months before the expiry date.

#### **ARTICLE 8: EFFECTIVE DATE**

- i) This MoU shall become effective on the date of signing by the authorised officers of the Parties.

#### **ARTICLE 9: MODIFICATION/ AMENDMENT**

- i) Modification of the terms and conditions of this agreement including modification of the scope of collaboration and responsibilities of the Party may only be made by written agreement between the Parties and the same will be incorporated in the Annexes of this MoU and signed by the authorised officers of the Parties.
- ii) Any Party wishing to modify/or amend the MoU shall give the other Parties two (2) months written notice of such intentions and shall send the proposed modification/ amendments within the two (2) months notice period.
- iii) The modification/amendment proposal will be discussed by the JMC who will make recommendations to the Chief Executives of the two Parties. The Chief Executives of the two Parties will act on the modified /amended MoU as per the recommendations of the JMC.
- iv) Where a conflict of meaning arises with other agreements or projects initiated under this MoU, the MoU will take precedence.

#### **ARTICLE 10: SUSPENSION**

- i) In the event of any Party not fulfilling its part of the obligations as spelt out in this MoU and the aggrieved Party is being adversely affected, the

aggrieved Party will give a written notice of its intention to suspend its cooperation under this MoU. Suspension will become effective 30 days after issuance of such notice. The aggrieved Party will call for renegotiation within the 30 days of notice.

- ii) In the event any Party fails to avail itself for renegotiation, the aggrieved party may give the other party a notice of termination but in the meantime handle the cause of grievance/dispute in the best way possible to avoid further deterioration/harm occurring.
- iii) However, cooperation will continue with respect to activities that were made under this MoU before the date of notification of suspension. In the event of termination, Article 11 will be applied.

#### **ARTICLE 11: TERMINATION**

- i) Any Party may terminate the MoU if the other Party is in breach of terms and conditions of this MoU. The aggrieved Party shall give the other Party three (3) months' notice of the termination of the MoU, provided that the other Party has been given a one (1) month notice and the breach has not been rectified.
- ii) Any Party may terminate this MoU by giving six (6) months' written notice. However, cooperation will continue with respect to activities that were made under this MoU before the date of notification.
- iii) In the event of termination of the MoU any on-going activities under the collaboration shall be dealt with as shall be mutually agreed by the two institutions. Moreover, information obtained, communication exchanged, intellectual properties generated, and other achievements and/or gains obtained under this MoU will continue to be treated in the manner prescribed in this MoU even after termination of the MoU.
- iv) Any gains or losses in the pursuance of the objectives of this MoU that shall have been incurred at the time of termination shall be shared in mutually agreed ratios.

#### **ARTICLE 12: SETTLEMENT OF DISPUTES**

- i) The Parties shall use their efforts to settle amicably all disputes arising out of or in connection with this MoU or interpretation hereof.
- ii) Any dispute, difference or question which may arise at any time between the Parties, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred to the decision of a single internationally recognized arbitrator (recognized by the two Parties' jurisdiction) to be agreed upon between the two Parties.

- iii) Arbitration shall be conducted in English under the Rules of Conciliation and Arbitration of the place to be determined by both Parties.
- iv) To the extent permissible by law, the determination of the arbitrator shall be final, conclusive and binding upon the Parties hereto.

**ARTICLE 13: CONTEXT**

This MoU shall be read and construed in accordance with the common Laws of the countries of the two Parties and shall be read together with Annexes signed or to be signed by the Parties herein.

**ARTICLE 14: SIGNATURE**

In witness whereof the Parties have affixed their respective common seals at Eritrea, this 26<sup>th</sup> day of October 2011.

SEALED with the Common Seal of:

**JOMO KENYATTA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY**

In the Presence of;

-----  
**PROF. MABEL O. IMBUGA**  
**VICE CHANCELLOR**

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**PROF. ESTHER M. KAHANGI**  
**DEPUTY VICE CHANCELLOR**  
**RESEARCH, PRODUCTION AND**  
**EXTENSION DIVISION**

SEALED with the Common Seal of:

**NATIONAL BOARD FOR HIGHER EDUCATION**

In the Presence of;

-----  
**DR. TADESSE MEHARI**  
**EXECUTIVE DIRECTOR**

-----  
**DR. ZEMENFES TSIGHE**  
**DIRECTOR**  
**BUREAU OF HIGHER**  
**EDUCATION ADMINISTRATION**  
**AND INTERNATIONAL LINKAGES**

SEALED with the Common Seal of:

**JAPAN INTERNATIONAL COOPERATION AGENCY**

In the Presence of;

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**MR. MASA AKI KATO**  
**CHIEF REPRESENTATIVE**  
**JICA KENYA OFFICE**