



MEMORANDUM OF UNDERSTANDING

BETWEEN

**JOMO KENYATTA UNIVERSITY OF AGRICULTURE
AND TECHNOLOGY, KENYA**

AND



Stony Brook University

The State University of New York

STONY BROOK UNIVERSITY, NEW YORK, U.S.A.

SEPTEMBER, 2012



PREAMBLE

The Memorandum of Understanding is made between **JOMO KENYATTA UNIVERSITY AGRICULTURE AND TECHNOLOGY**, P.O Box 62000-00200, City Square, Nairobi Kenya(hereinafter referred to as "JKUAT") and Stony Brook University, State University of New York, U.S.A.,(hereinafter referred to as ("STONY BROOK") in recognition of their common interests in developing bilateral relations and convinced that cooperation between institutes of higher learning contributes to cultural enrichment, scientific progress, and the consolidation of friendship between countries, agree to establish the following Agreement of Cooperation. In particular, Jomo Kenyatta University recognizes Stony Brook's involvement in the *Turkana Basin Institute* as providing special opportunities for fruitful cooperation.

JKUAT is an institution of higher learning established in Kenya under the Jomo Kenyatta University of Agriculture and Technology act, 1994. The University's objects and functions include *inter alia*, to provide higher learning facilities for university education and to participate in the discovery, transmission and enhancement of knowledge and to stimulate the intellectual participation of students on the economic, agricultural, professional and cultural development of Kenya. In Furtherance of this, JKUAT has the following mission:

"To produce leaders in Training, Research and Innovation in the fields of Agriculture, Engineering, Health sciences, other applied sciences, Technology and enterprise development to suit the needs of a dynamic world".

Recognizing that JKUAT and STONY BROOK are institutions of her learning whose missions are geared towards training, education, Research, technological innovations for national Development

Appreciating the importance of sharing resources available at both Institutions,
The parties hereby agree as follows:

ARTICLE 1: OBJECTIVES OF THE MOU

- i. To contribute to the generation and transmission of new knowledge through research, training and dissemination.
- ii. To provide an instrument for establishing various collaborative initiatives for the growth and mutual benefit of the two institutions.

- iii. To enhance the professional skills of staff and students in both institutions through collaborative research, training and exchange of staff and students, exchange of experiences and information.

ARTICLE 2: GENERAL PROVISIONS

i. Relationship between the parties

Nothing contained herein shall be construed as establishing a relationship of agent and principal or master and servant between the parties. Each party is independent and shall have full responsibility for activities and duties carried by it and on its behalf.

ii. 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 both parties and each other's operations without the consent of the other party.
- c) The parties recognize the impracticability 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.

iii. 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 authorized 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 JKUAT:

The Vice Chancellor,
JKUAT,
P.O. Box 62000 – 00200 Nairobi
Tel: 067 52711/52033

m. l.



Fax: 067 52030

E-mail: vc@jkuat.ac.ke

For STONY BROOK: The Director
Turkana Basin Institute
Tel: (631) 632 – 5800
Fax : (631) 632 - 5810
Email Lawrence.Martin@stonybrook.edu
(As Designee of the President- Stony Brook)

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 30th 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.

iv. Authorized 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 STONY BROOK by the President or his/her appointee.

ARTICLE 3.0: AREAS OF COLLABORATION

The two institutions will collaborate in the following areas:

- I. Project management and implementation in the areas of renewable energy, Engineering, science, Health, Water, Agriculture and any other relevant area.
- II. Sharing of physical facilities
- III. Staff and student exchange



- IV. Research, innovation and technology development
- V. Intellectual property governance

ARTICLE 3.1: COLLABORATION IN PROJECT MANAGEMENT AND IMPLEMENTATION

Both institutions do agree:

- I. That when specific projects are developed, specific memoranda of Agreements (MOAs) will be developed and signed by the parties and they will be attached to this MOU as appendices. These MOAs shall cover the name of the specific project; specific objectives and procedures; expenditures, including method of exchange of funds where applicable; duration; and other provisions considered applicable to the project.
- II. That such MOAs shall be within the terms of and shall be subordinate to this MOU. Such MOAs shall be subject to revision by agreement of the parties in writing as the progress of the work may justify. Each MOA shall specify its duration and when it shall become effective.
- III. That specific appendix to this MOU may require funding, which may be sought through separate or joint bilateral and technical assistance.
- IV. All activities developed under the auspices of this Agreement will comply with the procedures, policies, and policies, and practices, of each University as well as the law and regulations of the partner, including applicable portions of U.S. Export Controls Act.

ARTICLE 3.2: SHARING OF PHYSICAL FACILITIES

Both institutions 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 objects of the collaboration.



- II. To permit researchers carrying out activities for purposes of 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 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 Purchaser and may be given by grant or loaned to the Host Institution for as long as this MOU remains in force.
- IV. 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 and if there are no terms and conditions of the donation then Clause III above will apply.
- V. To undertake for themselves, their agents and/or servants to observe all rules and regulations and if need be make further rules governing their respective facilities including laboratories and workshops where such facilities are used for conduct of any of the functions of this collaboration.
- VI. To share the gains and losses in this collaboration based on the provisions of each specific Memorandum of Agreement (MOA) to include 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 servants.

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ARTICLE 3.3: STAFF AND STUDENT EXCHANGE

The Institutions do agree:

- I. To encourage, support and facilitate mutual visits by staff and students 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 and students 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 and students from the other university in the performance of their work. Staff and students 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, and machinery, equipment, Information Communication Technology (ICT), library and laboratory facilities necessary for their work in the host institution.

ARTICLE 3.4: RESEARCH, INNOVATION AND TECHNOLOGY DEVELOPMENT

The institutions do agree to:

- 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 relevance to their mandates and explore sources of funding for such proposals.

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ARTICLE 3.5: INTELLECTUAL PROPERTY GOVERNANCE

Intellectual Property shall be administered as follows;

- I. Both institutions do agree that Each Memorandum of Association (MOA) arising from this collaboration will address Title rights, copy rights, patent rights or any other intellectual rights generated from information and data collected and analyzed under the specific MOA.
- II. Prior to the disclosure of proprietary information by one part to the other concerning specific aspects of this collaboration, the one party may require the other to execute a confidentiality agreement.
- III. JKUAT and STONY BROOK shall annually review the results of joint research projects to determine if any research findings, including processes and methods, constitute patentable technology.
- IV. Material for publication or presentation arising from the joint research projects shall be reviewed by the two institutions to ensure that no patentable discoveries are published prior to protection.
- V. Any scientific publications resulting from the collaborative research, including scientific papers, books and proceedings of conferences, seminar, workshops and exhibitions will be authored jointly based on the individual contribution of each Scientist involved.

ARTICLE 4: ADMINISTRATION OF THE MOU

Both institutions agree that:

- I. At the end of each 5 five-year period, this Agreement will be automatically renewed by mutual agreement for an additional five years, unless JKUAT and STONY BROOK provide written notification of non-renewal prior to the expiration date. A minimum period of six months notice will be required from either party wishing to terminate the Agreement. In the event of termination, all commitments to students participating in the program will be honored by relevant parties.



- II. At JKUAT the Research, Production and Extension Division will spearhead the Administration of the MoU while at STONY BROOK it will be under the Office of the Director at the TURKANA BASIN INSTITUTE (TBI).
- III. The two institutions shall appoint at least a six (6) member Joint Management Committee (JMC), three (3) from each institution to oversee the implementation of the MoU.
- IV. The Terms of Reference of the Joint Management Committee shall include the following:
 - a) To work out mechanisms of reviewing and evaluating the impact 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 either of the parties.
 - b) To co-ordinate activities of both institutions 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 faculties/schools/departments/centres of both institutions on available areas of collaboration.
 - e) To advise the institutions' 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 relevant activity to this collaboration.
- V. Both institutions shall when necessary appoint relevant Joint Technical Co-ordination Committees (JTCC) 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) Information exchange.



- e) Any other relevant activity to this collaboration.

ARTICLE 5: DURATION OF THE MOU

The MoU will remain in force for five (5) years at the end of which both parties will review the collaboration.

ARTICLE 6: TERMINATION/RENEWAL

- I. Either 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. Either party may terminate this MoU by giving six (6) months written notice.
- III. In the event of such termination of the MoU any ongoing activity under the collaboration shall be dealt with as shall be mutually agreed by the two parties.
- 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 7: MODIFICATION/ AMENDMENT/RENEWAL

- a. Modification of the terms and conditions of this agreement including modification of the scope of responsibilities of the parties may only be made by written agreement between the parties and the same will be incorporated in the annexure of this Memorandum of Understanding and signed by the authorised officers of both institutions.
- b. Either party wishing to modify/or amend the MoU shall give the other party two (2) months written notice of such intentions and shall send the proposed modification/amendments within the two (2) months' notice period.
- c. The modification/amendment proposal will be discussed by the JMC who will make recommendations to the Chief Executives of the institutions or their appointees who will execute the modified /amended MoU.

The quorum for the JMC modification/amendment meeting will be at least two thirds of membership.
- d. Where a conflict of meaning arises with other agreements, the MoU will take precedent.
- e. In order to enhance the efficacy of their cooperative activities, JKUAT and



STONY BROOK agree that it shall be possible to introduce changes and Additions to the Agreement by means of mutually agreed upon additional written clauses

ARTICLE 8: FORCE MAJEURE

Both parties shall be released from their respective obligation in the event of national emergency, war, prohibitive governments regulations or of any other cause beyond the reasonable control of the parties or either of those that render the performance of this agreement impossible whereupon moneys due under this agreement shall become due and payable

ARTICLE 9: SIGNING

In witness whereof the parties have fixed their respective common seals this 5th day of November 2012.

Sealed with the common seal of:

JOMO KENYATTA UNIVERSITY OF
AGRICULTURE & TECHNOLOGY

In the presence of;

1. M. Imbuga

Prof Mabel Imbuga, PhD, EBS
Vice Chancellor, JKUAT

2. Esther Kahangi

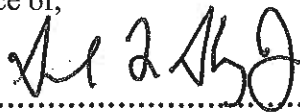


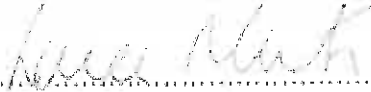
Prof Esther Kahangi, PhD, EBS
Deputy Vice Chancellor (RPE), JKUAT

M. I.



Sealed with the common seal of:
STONY BROOK UNIVERSITY

In the presence of;

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Samuel Stanley, Jr., M.D.
President
2. 
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Dennis Assanis, Ph.D.
Provost and Senior Vice President for Academic Affairs
3. 
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W. Arens, Ph.D.
Vice Provost and Dean, Global Affairs
4. 
.....
Laurence Martin, Ph.D.
Director, Turkana Basin Institute