



MEMORANDUM OF UNDERSTANDING

BETWEEN

**STATE UNIVERSITY OF NEW YORK AT STONY BROOK
STONY BROOK, UNITED STATES OF AMERICA**

AND

**KENYATTA UNIVERSITY
NAIROBI, KENYA**

PREAMBLE

- A. **State University of New York at Stony Brook**, United States of America, hereinafter referred to as **SBU**, and **Kenyatta University**, Kenya, hereinafter referred to as **KU**, 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 Memorandum of Understanding.
- B. In particular, Stony Brooks University and Kenya University do both recognize that Stony Brook's involvement in the *Turkana Basin Institute* provides the potential for additional opportunities for fruitful cooperation between the two institutions in teaching, research, and staff advancement.

PART I

SCOPE OF COOPERATION

The areas of cooperation shall be defined by mutual consent of both institutions and shall include programmers offered at the two 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.

PART II

GENERAL AREAS OF COOPERATION

This agreement will promote activities in the following areas:*

1. Exchange of students
2. Exchange of faculty and academic staff
3. Instructional and cultural programs
4. Collaboration of academic degree programs
5. Collaborative research

PART III

IMPLEMENTATION OF AGREEMENT

1. Prior to implementation of any of the above referenced cooperative and collaborative activities, parties shall enter into writing signed by the responsible authority of each
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institution which sets forth the terms and conditions of the activity.

2. Specific details on the implementation of each area of collaboration shall be detailed in the agreement that shall include specific activities to be conducted by each Party, responsibilities of each Part, participation time and resources required, implementation procedures and other details necessary. The two Parties shall agree that they will be free to participate in such projects acting either individually or collectively.

PART IV

GOVERNING LAW

1. All activities developed under the auspices of this Memorandum will comply with the procedures, policies, and practices, of each University as well as all applicable laws and regulations, including applicable portions of the U.S. Export Controls Act.
2. Both Institutions acknowledge that the visit by faculty and students from one institution to the other shall be subject to the entry and visa regulations of the United States of America and Kenya, and shall comply with the regulations and policies of SBU and KU.

PART V

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 of omission of any government, compliance with laws, regulations, orders or requests of any government, fire, storm, flood or earthquakes, war, rebellion, riots, provided that lack of finances shall not be considered a *force majeure* nor shall any force majeure suspend any obligation for the payment of any money 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 *force majeure*, will be postponed for such time as the performance necessitates. All Parties hereto shall make all reasonable efforts to minimize, reduce, and mitigate effect of any delay occasioned by an even of *force majeure*.

PART V

DURATION, RENEWAL AND TERMINATION OF AGREEMENT

1. This Memorandum is established for a period of five years, effective on the date of signing.
2. In order to enhance the efficacy of their cooperative activities, SBU and KU agree that it

shall be possible to introduce changes and additions to the Memorandum by means of mutually agreed upon additional written clauses.

3. At the end of each five-year period, this Memorandum will be automatically renewed by mutual agreement for an additional five years, unless SBU or KU provide written notification of a decision 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 Memorandum. In the event of termination, all commitments to students participating in the program will be honored by relevant parties.

For State University of New York at
Stony Brook

Al2 Stanley Jr.

Samuel L. Stanley Jr., M.D.

President

Date:

Dennis Assanis

Dennis N. Assanis, Ph.D.

Provost and

Senior Vice President for Academic Affairs

Date:

W. Schäfer

Wolf Schäfer, Ph.D.

Interim Dean, International Academic
Programs and Services

Date: 8/26/15

For Kenyatta University

Olive Mugenda

Prof. Olive Mugenda, PhD, D.

Vice-Chancellor

Date:

3/8/15

John Okumu

Prof. John Okumu

Deputy Vice-Chancellor (Academic Affairs)

Date

4.8.15

