MEMORANDUM OF UNDERSTANDING (MOU)

For the Design, Deployment, and Implementation of a Mortuary Management System (MMS)

Date: 16 / 10 / 2025

Between

Peter Mumo
Software Developer
Email: infowelttallis@gmail.com
Phone: +254 740 045 355

And

Monalisa Funeral Home
Nairobi Branch
Address: Mbagathi Way, Opp. Forces Memorial Hospital
Tel: (020) 2346928/9
Phone: +254 722 268 566 / +254 722 827 652
Email: monte2lisa[@]yahoo.com

Representative: **Josh Karuga**
Title: **Operations Manager**
Email: **karugajosh@gmail.com**

1. BACKGROUND AND PURPOSE

This MOU outlines the understanding between the Consultant and the Client for the customization, installation, and implementation of a **Mortuary Management System (MMS)**. The goal is to automate operations, improve efficiency, and ensure compliance with the **Kenyan Data Protection Act (2019)** and other relevant laws.

2. PROJECT OVERVIEW AND SCOPE

2.1 Project Goal
To deliver a secure, reliable, and fully integrated Mortuary Management System tailored to the Client's operational needs.

2.2 Scope of Work
 The Consultant will:

- Customize the MMS to fit the Client's workflow.

- Implement user roles, dashboards, and reports.

- Deploy and configure the system.

- Migrate existing data (where possible).

- Train staff on system usage.

3. DATA PROTECTION AND CONFIDENTIALITY

The Consultant agrees that all data including sensitive personal and deceased information will remain confidential and used only for authorized purposes.
No data shall be copied, transferred, or misused. All handling will comply with the **Kenyan Data Protection Act (2019).**

4. INTELLECTUAL PROPERTY (IP) RIGHTS

- The **Consultant** retains full ownership of the Mortuary Management System, including source code, design, algorithms, and documentation.

- The **Client** retains ownership of all data entered into the system.

- The **Consultant** will have administrative access to the system for maintenance and support, while the **Client** will have access for daily operations.

5. NON-DISCLOSURE AGREEMENT (NDA)

- Both parties agree to protect all confidential and proprietary information shared during this engagement.

- The Consultant shall not share or sell the Client's data to any third party unless authorized in writing by the Client.

6. PROJECT TIMELINE AND SUPPORT

- A detailed project timeline will be established upon signing the formal contract.

- The Consultant will provide **two (2) months of post launch support** to address technical issues and feedback.

7. ROLES AND RESPONSIBILITIES

Consultant (Peter Mumo):

- Deliver, install, and configure the MMS.

- Migrate available data.

- Conduct staff training.

- Ensure data security and provide ongoing support.

Client (Monalisa Funeral Home):

- Provide data, and workspace.

- Assign a representative for coordination.

- Ensure staff availability for training.

8. VALIDITY AND GOVERNING LAW

This MOU remains valid for **30 days** from the date of signing unless replaced by a formal contract.
it shall be governed by the **laws of Kenya**.

9. SIGNATORIES

This Memorandum of Understanding is hereby signed and executed by the duly authorized representatives of both parties as a sign of mutual agreement and commitment to the outlined terms.

For the Consultant

Name: Peter Mumo

Title: Software Developer

Signature: _____

Date: 16 / 10 / 2025

For the Client

Name: Josh Karuga

Title: Operations Manager – *Montenzuma Monalisa Funeral Home*

Signature: _____

Date: _____