

MEMORANDUM OF UNDERSTANDING

BETWEEN



MURANG'A UNIVERSITY OF TECHNOLOGY

AND



MURANG'A COUNTY GOVERNMENT

**MEMORANDUM OF UNDERSTANDING BETWEEN MURANG'A UNIVERSITY OF
TECHNOLOGY AND THE MURANG'A COUNTY GOVERNMENT**

This Memorandum of Understanding (hereinafter also referred to as "the (MoU)") is made on this.....29th Day of January..... 2020

BETWEEN

Murang'a University of Technology (MUT) (Hereinafter also referred to as "The University"), of Post Office Box Number 75-10200, MURANG'A, Kenya on the one part

AND

The Murang'a County Government (Hereinafter also referred to as "The MCG") of Post Office Box 52-10200 MURANG'A, Kenya.

WHEREAS the Murang'a University of Technology and Murang'a County Government are desirous of establishing a joint collaboration to mutually offer training, attachments / placements for the students from Murang'a University of Technology (MUT) hereinafter referred to as 'The University' pursuing various academic programs in the field of Health sciences in order to get a diverse clinical exposure at the Murang'a County Referral Hospital hereinafter referred to as 'The Hospital' of the Murang'a County Government.

WHEREAS the Murang'a University of Technology an institution of higher learning established and committed to the training students in the field of Health Care and practitioners.

WHEREAS the Murang'a County Referral Hospital is endowed with facilities necessary for such practical learning experience and;

WHEREAS the Murang'a County Government and the University hereinafter referred to as the MUT and MCG wish to promote the development of the Murang'a County Referral Hospital in training and health service delivery in the catchment area and region.

WHEREAS the parties recognize that co-operation between them - would strengthen and enable the two parties, severally and/or jointly, to perform complementary activities in teaching including Practicals and Attachment, Internship, Innovation, Research, Professional Development and Provision of Health Care services and therefore is mutually desirable, beneficial and acceptable.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The parties mutually agree that the following Memorandum of Understanding (MoU) shall govern their co-operation in dealing with matters covered by and incidental to this Memorandum and those connected or associated therewith;

2. INTERPRETATION OF WORDS AND PHRASES

In this Memorandum, unless expressly specified otherwise, the following words and phrases whenever used herein shall connote the following meanings:

- a) **"MUT"** means Murang'a University of Technology.
- b) **"MCRH"** means Murang'a County Referral Hospital
- c) **"Academic staff"** means, persons on the staff of Murang'a University of Technology (MUT) who hold positions of Professor, Professor Emeritus, Associate Professor, Senior Lecturer, Lecturer, Librarian, tutorial fellow, Assistant Librarian, Chief Technician, Senior Technician or any other teaching or research position which the University Council has expressly recognized as a post having academic status at the University.
- d) **"Clinical staff"** means staff of Murang'a County Referral Hospital rendering clinical services at the Hospital;
- e) **"Competent authority"** includes the Governor, Murang'a County, the Vice Chancellor MUT, County Health Executive, Medical Superintendent Murang'a County Hospital - and such other officers and organs of governance of the two institutions; parties to this Memorandum of Understanding (MOU) and includes the MOU Implementation Committee;
- f) **"Ethical standards"** means standards set for and required of medical or clinical staff by relevant codes of professional ethics and/or conduct and by applicable conventional professional norms of usage or practice established overtime;
- g) **"Genuine requirements"** includes such requirements or needs as are provided for by law under which an institution party to the Memorandum is established and/or governed and regulations made there under or as are otherwise implied or envisaged by the institution's statutory powers, objects and functions.
- h) **"Honorary"** means status, not bearing normal or usual substantive employment terms and conditions, conferred under a supplementary contract by an institutional party to the Memorandum as an employee holding substantive job title under a primary or principal contract with the said institution party to this memorandum;

- i) **"The Hospital"** means The Murang'a County Referral Hospital;
- j) **"The organs of governance"** means the Murang'a University of Technology (MUT), the Board of Management Committee of Murang'a County Referral Hospital, the Hospital Management Committee, the Senate of MUT, other boards and committees as from time to time established by mutual consent, reduced into writing of parties to this MOU;
- k) **"Professional conduct"** means such conduct as abides by, complies or is in line with the requirements of good practice and ethical standards of one's profession prescribed by law and/or otherwise in the profession by conventional practice or usage;
- l) **"Reciprocal representation"** means equal representation in a specified representative organ or representation on the same or equal terms in such an organ;
- m) A **"Teaching Hospital"** means a hospital used by a University or a Faculty or a School of Health Sciences as a venue or forum for giving systematic practical instruction, illustration or training to medical students and related health professionals;
- n) **"Two institutions parties to this Memorandum"** refers to Murang'a University of Technology and the Murang'a County Government for Murang'a County Referral Hospital;

3. AIM OF THE MoU

- a) The aim of this MoU is to achieve The Kenya Development Agenda
- b) Kenya's overall development framework is guided by the "Big Four Agenda", Kenya Vision 2030 and Africa Vision 2063 which are long term strategies that aim to create a globally competitive and prosperous country. This aims at transforming Kenya into a newly-industrialized, middle income economy, providing a high quality of life to all its citizens in a clean and secure environment.
- c) Health is one of the key components of delivering the development agenda given the role it plays of maintaining a healthy and skilled workforce necessary to drive the economy. One of the Kenya Government's Big Four Agenda is to provide an equitable and affordable health care system of the highest possible quality. This will be achieved through four main strategies with the following flagship projects: revitalization of health infrastructure, development of specialized human resource, strengthening health service delivery and developing equitable financing mechanisms.
- d) Upon the promulgation of the new constitution in Kenya, the health sector was devolved from the National to County Governments. The County Government of Murang'a has heavily invested in the health sector particularly:
 - i) Establishment of new health facilities such as Kenneth Matiba Hospital,

- ii) Purchase of health equipment such as dialysis machines, CT Scan machines among others,
- iii) Prompt availability of medical supplies
- iv) Health extension services
- e) Murang'a University of Technology (MUT) is a chartered public university, which has training as one of its core mandates. To achieve this, the University has established schools to train students in the various specialized fields which include, School of Business and Economics, School of Engineering and Technology, School of Pure and Applied Sciences, School Hospitality and Tourism Management, School of Education, School of Computing and Information Technology, School of Agriculture and Environmental Sciences, School of Humanities and Social Sciences and School of Health Sciences.
- f) On establishment of the School of Health Sciences, MUT plans to partner with the Murang'a County Government for purposes of quality training of health personnel to enhance the realization of Kenya's Development Agenda.

4. COMMON GOALS AND OBJECTIVES OF THE COLLABORATION

The common goals and mandates of the parties will form the basis of a synergistic partnership that will benefit the communities in the county. The two institutions have common objectives in the area of community health, scientific research, capacity and institutional building; and will complement each other's efforts. The collaboration will also strengthen the academic-industry linkage in pursuit of academic excellence in the health sector. The MOU shall include partnership in:

- a) Community health
- b) Medical training
- c) Research in health sciences
- d) Collaboration in research
- e) Nutritional training
- f) Consultancy
- g) Maintenance of quality medical training
- h) Innovation and Outreach

5. SCHOOL OF HEALTH SCIENCES

The School of Health Sciences seeks to become an international center of excellence in training health care practitioners. It seeks to develop trainees into highly competent and credible health practitioners/professionals with skills and capacity for independent thinking, creativeness and

resourcefulness in order to meet local and global human resource requirements. It also seeks to generate new knowledge to heighten the nation's competitiveness in today's knowledge-based and global economy, to apply knowledge in order to make the world a better place for humankind.

6. DUTIES AND RESPONSIBILITIES OF PARTIES

a) MURANG'A UNIVERSITY OF TECHNOLOGY

The MUT shall;

- i. Ensure that the university academic staff and students assigned to the hospital facilities recognize, respect and adhere to the professional and ethical requirements of training, research and service activities in the Hospital;
- ii. Disseminate adequate information among the staff and students of MUT about the contents of this Memorandum in order to facilitate abidance with the implementation of its terms and conditions;
- iii. Cover; as appropriate, diagnostic, pharmaceutical, logistic or any other costs especially required by the University for the teaching and/or research, and not necessitated by the regular patient care and research activities of the hospital; and Cater for all the students' expenses while at the hospital;
- iv. Cater for all the students' expenses while at the hospital;
- v. Ensure that the clinical staff of MUT in addition to their employment in the University, offer clinical consultancy services in the hospital at no cost at all.
- vi. Accord honorary academic status to deserving clinical staff of Murang'a County Hospital who are appropriately qualified and meet the academic requirements for appointment as an academic staff in the University;
- vii. Endeavour to, obviate or avoid any act of commission or omission that may cause, lead to or result in misunderstanding, disharmony, disputes or conflict between the two parties;
- viii. Cause to and participate actively in the membership and activities of joint committees of the two institutions, constituted under this MOU;
- ix. Maintain all educational records and reports relating to the students,
- x. Ensure that placement of students is done in a manner that does not disrupt the smooth running of the facilities in the hospital

b) THE MURANG'A COUNTY GOVERNMENT.

The Murang'a County Government shall;

- i. Improve infrastructure at the Murang'a County Referral Hospital to match the standards recommended by health regulatory bodies for qualification into a training institution through provision of training lecture halls, training theatres, human anatomy laboratory and expansion of training facilities e.g laboratories, wards, operation theatres and pharmacy.
- ii. Provide equipment and supplies at the Murang'a County Referral Hospital to match the training standards as recommended by health regulatory bodies for qualification into a training institution.
- iii. Hire the right number of staff with appropriate skills mix in Murang'a County Referral Hospital to meet requirements for a training hospital as per the standards of the health regulatory bodies
- iv. Allow Murang'a University of Technology to use Murang'a County Referral Hospital for teaching, research, and instructing their students in health sciences.
- v. Provide access to the academic staff and students of the University, to the diagnostic, outpatient, inpatient and other facilities of the Murang'a County Referral Hospital for purposes of teaching, research, and clinical services.
- vi. Facilitate eligible visiting staff and students of other universities, institutions, or organizations that have collaborative agreements with MUT to use the hospital for training, research, and clinical practice in such a manner that is consistent with the letter and spirit of this Memorandum.
- vii. Disseminate adequate information among the staff of Murang'a County referral Hospital about the contents of the MOU in order to facilitate abidance by and implementation of its terms and conditions.
- viii. Endeavour to and obviate or avoid any act of commission or omission that may cause, lead to or result in misunderstanding, disharmony, disputes or conflict between the two parties.
- ix. Cause to promote the spirit of understanding and mutual resolution of disputes and conflicts should they arise.
- x. Participate actively in the membership and activities of the joint committees of the two institutions constituted under this MOU.
- xi. Allow the University staff and student's access and/or use of all other hospital facilities for purposes of training of students, but in manner that does not interfere with provision of health services to the public.
- xii. No student shall be employed to be paid a salary in the Referral hospital while on clinical or other educational programmes unless otherwise provided for in this MoU.

7. POWERS AND PRIVILEGES

- a) **The Murang'a University of Technology** shall enjoy the following powers and privileges under this MOU;
 - i. Use Murang'a County Hospital as a teaching hospital - a venue and forum of teaching, instructing, conducting practicals and research for the University in the spirit of this Memorandum.
 - ii. Have reciprocal representation and/or the same number of representatives, as the case may be, in joint committees of the two institutions
 - iii. The University reserves the right to discontinue any student found contravening the articles of this MOU from the programme.

- b) **The Murang'a County Government for Murang'a County Referral Hospital**

Shall have the following powers and privileges;

- i. Call for adherence by MUT to several and/or joint requirements of duty clauses of this MOU relating to the University and adopt such cause of action that is consistent with the letter and spirit of this Memorandum.
- ii. Have eligible visiting staff of other universities, institutions, organizations that have collaborative agreements with the MUT, sign with the hospital specific roles and duties of the respective visiting staff members, and require their allegiance to the hospital in the performance of their specified roles / duties.
- iii. Have reciprocal representation or the same number of representatives in joint committees of two institutions.

8. MUTUAL INTERESTS

- a) All items and equipment shall, by mutual agreement, be owned by the Murang'a County Government and that, such items shall be jointly identifiable clearly with Murang'a County Referral Hospital markings;
- b) All items and equipment bought or donated by the University and/or any of its collaborating institutions for exclusive use in the hospital shall belong to Murang'a County Referral Hospital unless otherwise agreed in writing to the contrary;
- c) The County Government shall repair, maintain and replace all items or property, including equipment, facilities marked with the hospital marking in order to ensure smooth delivery of clinical services and teaching;

9. EXCHANGE OF INFORMATION

In furtherance of common interests, the parties shall strive to;

- a) Learn from each other and enhance collaborative endeavors through scientific meetings, conferences or seminars;
- b) Exchange academic and scientific information through sharing knowledge, data, teaching materials, methodologies, techniques and technologies;
- c) Assume equal responsibilities in the protection and benefit of intellectual property rights and patenting of any inventions arising from collaborative research, subject to existing intellectual property rights policy of each partner institution.

10. OTHER TERMS

- a) Each institution shall maintain its own separate identity, under its own management during the period of this agreement.
- b) Each learning session at the Hospital will accommodate the number of students convenient for learning.
- c) The hospital shall arrange for emergency medical care of the students should need arise.

11. PROJECT OUTLINES AND WORK PLANS

- a) This Memorandum may be supplemented by project outlines and work plans and other addendum that describes more specifically the activities to be carried out or items required for the collaborative activities agreed upon by the two partner institutions.
- b) The said project outlines work plans and addendum shall not however derogate from the terms and conditions of this MOU.

12. IMPLEMENTATION COMMITTEE

There shall be formed, by the two parties, an MOU implementation Committee consisting of five (5) members or their representatives, authorized by them in writing detailing their terms of reference.

13. COMMUNICATION

Each party shall communicate to the other, in good faith, within thirty (30) days any decision(s) that may affect the interests of the other party as far as the letter and spirit of this MOU is concerned.

14. AMENDMENTS AND TERMINATION

- a) The two institutions, parties to this Memorandum, may by mutual consent and in writing; add, delete or amend any of its words, sentences or provisions; provided that such alterations shall be done in good faith and with the consent of either party
- b) Memorandum shall remain in force for ten (10) years renewable unless either party to it serves a written notice of six (6) months to the other party expressing its intention to terminate it, in which event the MOU shall stand terminated at the expiry of such notice on terms to be mutually agreed.

15. SERVICE OF NOTICES

Any notice required to be given hereunder shall sufficiently be served by a party to the other if forwarded through either of the following means:-

Forwarded through registered post to its last known address in Kenya and shall be deemed to have been sufficiently served after seven (7) days from the date of postage.

Send by email to either party at the following address:

- i. Murang'a University of Technology (MUT), P.O. Box 75-10200, MURANG'A or **Email:** **vc@mut.ac.ke**
- ii. Murang'a County Government (MCG) of P.O Box 52 - 10200 – MURANG'A or **Email:** **governormurangacounty@kenya.go.ke**
- iii. Such notices sent to the said addresses will be deemed to have been served upon lapse of three (3) following the day the same were sent.

16. AUTHORIZED REPRESENTATIVES

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 the Murang'a University of Technology by the Vice Chancellor, or his/her appointee.
- b) On behalf of Murang'a County Government by His Excellency the Governor or his/her appointee.

17. RESOLUTION OF DISPUTES

- a) The parties agree that they will use their best efforts to resolve amicably all disputes arising out of or in connection with this agreement or in its interpretation. However, in the event that no solution is arrived at after four (4) meetings between the parties herein from the date of notice of such dispute, difference or questions between the parties with respect to any matter or anything arising out of this Agreement shall be referred to a single arbitrator.

- b) The Arbitrator shall be appointed by mutual consent of the parties hereto. If the parties fail to agree on the Arbitrator, they shall refer the matter to the Chairman of the Chartered Institute of Arbitration who shall appoint an Arbitrator in accordance with the provisions of the Arbitration Act, Act No 4 of 1995 of Laws of Kenya or any statutory modification or re-enactment thereof.
- c) Such Arbitration shall take place at a location to be agreed upon by the parties and within Kenya and every award made under this Clause shall be subject to and in accordance with the provisions of the Arbitration Act 1995 (Act No. 4 of 1995) or any statutory modification or re-enactment thereof or such other Act or Acts for the time being in force in Kenya in relation to arbitration and the Rules of Arbitration of the Institute.
- d) To the extent permissible by law the determination of the Arbitrator shall be final and binding upon the parties.

18. FORCE MAJEURE

- a) Force Majeure means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under this MoU impossible or so impracticable as to be considered impossible under the circumstances, and includes, but is not limited to war, riots, civil unrest, earthquake, fire, explosion, storm, floods, or other industrial action.
- b) Force majeure shall not include-
 - i. Any event which is caused by the negligence or intentional action of a party or agents or employees, nor
 - ii. Any event which a diligent party could reasonably have been expected to both take into account at the time of the conclusion of this contract and to avoid or overcome in the carrying out of its obligations hereunder.
 - iii. If at any time during this MoU it becomes impossible for one of the parties to fulfill its obligations for reasons beyond its control (force majeure) the party must notify the other party of the existence of force majeure. The party submitting such notification is released from its obligations for as long as the force majeure continues to exist.
 - iv. If the force majeure continues to subsist for a period exceeding sixty (60) days and either party believes that the success of the project is threatened for reasons beyond its control, it is entitled to terminate the project with the obligation to inform the other party in writing as soon as possible.

19. GOVERNING LANGUAGE

The MoU shall be written in the English language. All correspondence and other documents pertaining to this MOU which are exchanged by the parties shall be written in the same language.

20. APPLICABLE LAW

- a) The MoU shall be interpreted in accordance with the Laws of Kenya.
- b) This MoU supersedes any prior agreement(s) made in written or orally between the parties

IN WITNESS WHEREOF the parties hereto set their respective hands in the manner and on the day and year hereinafter below:

The Common Seal of MURANG'A UNIVERSITY OF TECHNOLOGY

Was hereunto affixed

Name..... Prof. Dickson M. Nyariki

Designation..... Vice Chancellor

Address..... 75-10200, Murang'a

Signature..... [Signature]

Date..... 29th January, 2020

Witnessed By:

Name..... Prof. Beatrice W. Mugeidi

Designation..... DVC (Finance and Development)

Address..... P.O. Box 75-10200, MURANG'A

Signature..... [Signature]

Date..... 29th January, 2020



Witnessed By:

Name..... Dr. Richard Juma
Designation..... Registrar (Academic & Student Affairs)
Address..... P.O. Box 75-10200 Murang'a
Signature.....
Date..... 29.01.2020

In the Presence of:

Name..... ES. Peninah A. Imwere
Designation..... Legal Officer
Address..... 75-10200, Murang'a
Signature.....
Date..... 29th January, 2020

Sealed with the Common Seal of MURANG'A COUNTY GOVERNMENT

Was hereunto affixed

Name..... H.E. MWANGI WAIRIA
Designation..... GOVERNOR MURANG'A COUNTY
Address..... MCG
Signature.....
Date..... 29th January 2020

Witnessed By:

Name..... JOSEPH MBAI
Designation..... CECM Health & Sanitation
Address..... Murang'a County Govt
Signature.....
Date..... 29th January 2020

Witnessed By:

Name.....

Designation.....

Address.....

Signature.....

Date.....

Dr. Leonard Kikera

Med Sup MCRIT

69 Mungu

J. K. Kikera

29/01/2020

In the presence of:

Name.....

Designation.....

Address.....

Signature.....

Date.....

M. B. Y. KAMAU

COUNTY ATTORNEY MURANGA COUNTY

MC 6

~~M. B. Y. KAMAU~~

29 JAN 2020