

MEMORANDUM OF UNDERSTANDING

BETWEEN



MURANG'A UNIVERSITY OF TECHNOLOGY

AND



KIHARU TECHNICAL AND VOCATIONAL COLLEGE

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PREAMBLE

This Memorandum of Understanding (Hereinafter referred to as the Memorandum of Understanding (MOU) is made on the17th.....day ofJanuary.....2024.

BETWEEN

MURANG'A UNIVERSITY OF TECHNOLOGY (MUT) established as a Public University under the Universities Act No. 42 of 2012 situated at Murang'a East, and of Post Office Box 75-10200, MURANG'A, within the Republic of Kenya (Hereinafter referred to as MUT) which expression shall where the context so admits include its successors and permitted assigns one part.

AND

KIHARU TECHNICAL & VOCATIONAL COLLEGE established as a government institution under Ministry of Education, State Department for Technical, Vocational Education and Training (TVET) in accordance with the TVET Act No. 29 of 2013 and of Post Office Box 29-10200 MURANG'A, within the Republic of Kenya (Hereinafter referred to as (KIHARU TVC) which expression shall where the context so admits include its successors and permitted assigns second part.

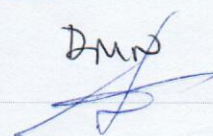
WHEREAS

1. MUT offers training, research, innovation, consultancy and community outreach in various disciplines which include but are not limited to Engineering, ICT, Business, Agriculture, Health and other Applied Sciences. Murang'a University of Technology is also equipped with high caliber and diverse faculty.
2. KIHARU TVC brings vast experience in Engineering training, research and innovation, with key focus on the areas of Building and Civil Engineering, Electrical, Mechanical, Hospitality, Cosmetology and ICT. The College has special focus on Building and Civil Engineering among other key focus areas.
3. Murang'a University of Technology and Kiharu TVC have decided to enter into an understanding and agree as herein contained,

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1: OBJECTIVES OF THE MEMORANDUM OF UNDERSTANDING

- a) To boost and enhance development and industrialization through research, training, innovation, technological development, and commercialization in the areas of Building and Civil Engineering, Electrical, Mechanical and Automation in Kenya and the Africa region.
- b) Exchange ideas and technology through sharing of staff and facilities that will include but not limited to laboratories, workshops and any specialized equipment.
- c) To enhance professional skills of staff and students through training, applied research, interactions and exchange of experiences and information.



ARTICLE 2: GENERAL PROVISIONS

a) Relationship between the parties

- i. Nothing contained herein shall be construed as establishing a relationship of Agent and Principal or Master and Servant between the parties.
- ii. 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.

b) Good faith and fairness

- i. The parties undertake to act in good faith with respect to one another's rights and obligations under the objectives of this MoU.
- ii. 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 the both parties and one another's operations without the consent of the other party.
- iii. The parties recognize 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 any of them.

c) Notices, Request or Consent

- i. Any notice, request or consent required or permission to be given or made pursuant to this MoU shall be in writing.
- ii. 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:
 - Murang'a University of Technology (MUT), Post Office Box 75-10200, Murang'a, Kenya and;
 - Kiharu Technical & Vocational College (Kiharu TVC), Post Office Box 29-10200, Murang'a, Kenya.

ARTICLE 3: AREAS OF COLLABORATION

That the institutions will collaborate in the following areas;

- a) Staff and Student Training and Certification.
- b) Development and Sharing of Physical Facilities.
- c) Institutional Capacity Building.
- d) Staff Exchange and Attachment.
- e) Student Attachment.
- f) Curricula Development.
- g) Exchange and Dissemination of Information.
- h) Joint Exhibitions, Conferences, Seminars and Career days.
- i) Research, Innovation, Technology Development and Technology Transfer.

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- j) Commercialization and Marketing of Products and Services.
- k) Joint consultancy.

ARTICLE 3.1: STAFF AND STUDENT TRAINING AND CERTIFICATION

The institutions hereby agree to:

- a) Jointly set up a Graduate Training and Certification program.
- b) Train and certify trainers through Kiharu TVC Engineering Certification Program.
- c) Jointly conduct the Engineering Graduate Certification Program.

ARTICLE 3.2: DEVELOPMENT AND SHARING OF PHYSICAL FACILITIES

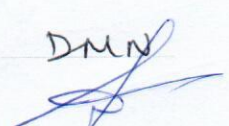
The institutions do agree: -

- a) To support the development of Electrical, Mechanical, Civil and Industrial Automation Laboratories at both institutions.
- b) To share suitable facilities as and when required and on such terms as to fees, remuneration, insurance, security and access protocols and any incidentals thereto shall be mutually agreed for the purposes of implementing the objects of the collaboration.
- c) 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 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.
- d) That equipment and materials procured for joint research activities and from resources set aside or intended for such activities shall be used primarily for the intended activities.
- e) The ownership of the equipment acquired through donation or otherwise in the course of the collaboration shall be decided upon at the time of its acquisition.
- f) To undertake for themselves, their agents and/or servants to observe all rules and regulations and if need be, make further rules governing the use of their respective facilities including laboratories and workshops where such facilities are used for conducting of any of the functions of this collaboration.
- g) To share both in the gains and losses of the MoU including 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.

ARTICLE 3.3: INSTITUTIONAL CAPACITY BUILDING

The institutions do hereby agree to: -

- a) Collaborate in staff development programmes.
- b) Jointly organize staff training workshops and seminars.
- c) Build capacity in emerging technologies and specific programmes of mutual interest.



- d) Provide opportunities suitable for staff to train for skills improvement and exposure.
- e) Identify the source of funding and secure the funds for capacity building activities.

ARTICLE 3.4: STAFF EXCHANGE AND ATTACHMENT

The institutions do agree: -

- a) To encourage, support and facilitate mutual visits by staff in order to learn from each other as well as to strengthen the collaborative ties.
- b) 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. The home institution will continue to pay salaries and other allowances to their staff on attachment or exchange.
- c) That the host institution shall facilitate and help as necessary staff from the other institution in the performance of their work. The staff shall be expected to work under the rules, regulations and procedures applicable in the host institution.
- d) 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 ATTACHMENT

The institutions shall establish an attachment programme and a joint supervision of students who are on attachment at either institution.

ARTICLE 3.6: CURRICULA DEVELOPMENT

The two institutions will be involved in:

- a) Curricula development and review in relevant courses.
- b) Development of special tailor-made courses to suit the institutions' requirements.

ARTICLE 3.7: EXCHANGE AND DISSEMINATION OF INFORMATION

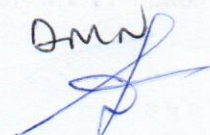
The parties shall: -

- a) Share information in form of library materials, research reports, academic papers, dissertations, production manuals, and case studies materials.
- b) Jointly publicize information relating to research, production and innovation.
- c) Work out modalities of exchange of such information as long as it does not violate the provisions of Intellectual Property Governance.

ARTICLE 3.8: JOINT EXHIBITIONS, CONFERENCES, SEMINARS AND CAREER DAYS

The parties shall undertake to hold joint exhibitions, conferences and seminars which will help facilitate:

- a) Invitations to each other for conferences, seminars or other relevant functions.
- b) Establishment of technology data bank for technologies developed out of this partnership.



- c) Joint publications of the seminar and conference proceedings.
- d) Exchange and dissemination of information, products/services through Exhibitions.
- e) Joint hosting of career days.

ARTICLE 3.9: RESEARCH, INNOVATIONS, TECHNOLOGY DEVELOPMENT AND TECHNOLOGY TRANSFER

- a) The two institutions shall collaborate in the conduct and promotion of research, development and innovations in areas of common interest.
- b) The institutions shall jointly develop research proposals in areas of special importance to their mandates and explore sources of funding for such proposals.
- c) The institutions shall encourage technology transfer among the two institutions.
- d) Technology jointly developed and owned under this MOU shall not be transferred to a third party without the written consent of the two institutions.
- e) Technology transferred from one institution to the other, which is not jointly owned, should be used for the intended purpose and should not be passed on to a third party without written authority of the originating institution.

ARTICLE 3.10: COMMERCIALISATION AND MARKETING OF PRODUCTS AND SERVICES

The two institutions agree to jointly undertake commercialization and marketing of products and services developed under this MoU.

ARTICLE 3.11: JOINT CONSULTANCY

The two institutions may undertake mutually beneficial consultancy activities.

ARTICLE 4.0: INTELLECTUAL PROPERTY RIGHTS

- a) The next five years after its initial mounting unless the parties hereto give consent in writing and purposes of this MoU, IP shall be taken, without limitation, to mean Intellectual Property Rights (IPR), unpublished patent applications, and any other inventions, improvements, and/or discoveries that may or may not be legally protectable, including all know-how, trade secrets, research plans and research results, reports, statistical models, computer programmes, product ideas, etc. IPR will be taken to mean, without limitation to tangible property such as computer software, architectural designs and teaching or learning modules or aids.
- b) In the course of collaboration, participating individuals from both parties using proprietary materials and technologies acquired by either party shall adhere to intellectual property (IP) protection policies pertaining to the relevant technologies and of each of the parties herein.
- c) All Industrial and/or Intellectual Property resulting from any form of collaboration shall be jointly owned and managed by the MUT and Kiharu TVC and

all elements of disclosure shall be within and in accordance to the rules and or policies of disclosure so agreed on by mutual consent in writing.

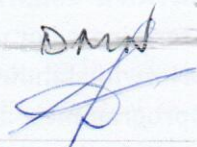
- d) Protection of innovations, research products (through patents, industrial designs, copyrights, or other IPRs) accruing from joint collaboration between MUT and Kiharu TVC shall be done jointly following consultations with the relevant Industrial Property Institute of the country on proprietary rights and further in accordance with the Kenyan law in force and prevailing at any given time.
- e) Any specialized programme developed jointly pursuant to this Collaboration shall remain the joint property of the MUT and Kiharu TVC, and neither party shall disclose or enter into any collaboration with a third party for the purpose of delivery of the same within the MoU period.

ARTICLE 5.0: CONFIDENTIALITY AND ANNOUNCEMENTS

- a) Each of the parties shall keep confidential and shall not disclose to any other person, nor use for any purpose except the purposes of the collaboration any information obtained from the other party as a result of negotiating, entering into or implementing the collaboration other than information which: -
 - i. Is required to be disclosed by operation of law or by any binding judgment or order or any requirement of a competent authority.
 - ii. Is reasonably required to be disclosed in confidence to a party's professional advisers for use in connection with the collaboration and/or matters contemplated herein.
 - iii. Is or becomes within the public domain (otherwise that through the default of the recipient party)
- b) No public announcement or press release in connection with the subject matter of this memorandum of understanding shall be made or issued by or on behalf of either party without the prior approval of the other, except such as may be required by law or by any governmental authority.

ARTICLE 6.0: STATUS OF PARTIES IN THE COLLABORATION

- a) The relationship between the parties hereto and to each other is that of independent contractors. Hence, This MoU shall not be deemed to create any joint venture, joint liability, partnership, association or company of any sort between the parties, nor shall any party be deemed an agent of the other.
- b) Subject to the foregoing clause a), the parties agree that either is at liberty to pursue and establish other cooperation with other persons in pursuance of the same objects set out in the scope of cooperation provided that such cooperation's shall not in any way act to the detriment of any on-going act, project and/or activity initiated under this agreement.



ARTICLE 7.0: ASSIGNMENT

- a) Neither party shall assign, transfer, pledge or make other disposition of the benefits of this MoU or any part thereof, or any of its rights, claims or obligations under this MoU except with prior written consent of the other party.
- b) Except as expressly provided herein none of the terms of this MoU are intended to confer any benefit to any third party and the terms of this MoU may only be enforced by the parties hereto.

ARTICLE 8.0: LIABILITY AND INDEMNITY

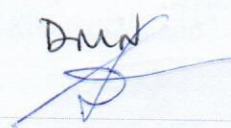
- a) Each Party shall be solely responsible for payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this MoU.
- b) Each Party agrees to indemnify the other party against, and to hold it harmless from, any claim for damages, demand for performance or any other matter or thing arising out of any act or omission of such party, its employees or agents with respect to this MoU including all claims, loss costs, damages and expenses, including advocate's fees made against or incurred by the other party in any proceedings instituted against such party in connection with the acts or omissions of the other party as the case may be under this MoU.

ARTICLE 9.0: COMMENCEMENT, DURATION & RENEWAL

- a) This MoU shall become effective upon execution by both parties.
- b) This MoU shall be for an initial term of five years.
- c) This MoU will be renewed automatically at the end of the five (5) - year time unless one or both parties propose otherwise.
- d) Both parties shall be entitled to send a written notice as well as to consult each other at least six months before it lapses as to whether or not they wish to renew or terminate the memorandum upon the lapse of the five (5) year term period.

ARTICLE 10.0: TERMINATION

- a) Notwithstanding the clauses under 8 in the foregoing and subject to clause b hereunder, this MoU may be terminated at the instance of either party by giving a six (6) months' prior notification of its intention to terminate this agreement whereupon the same shall terminate upon the lapse of the six months and upon a written confirmation by the party issuing the notice that the same stands terminated or upon a written acceptance by the other party whichever is earlier.
- b) Notwithstanding any form of termination as aforementioned, all on-going programmes and any existing obligations shall continue until completion or satisfaction notwithstanding the termination.

A handwritten signature in blue ink, appearing to be 'D. M. A.', is located at the bottom right of the page.

ARTICLE 11.0: FORCE MAJEURE

- a) 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.
- b) 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.

ARTICLE 12.0: AMENDMENTS

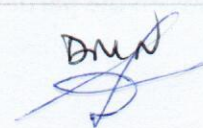
- a) Amendments to the agreement may be initiated by either party and same may be made by an exchange of correspondences emanating from the duly authorized representatives in an appropriate form of communication.
- b) Such amendments once approved by both parties, shall become effective immediately and form part of this memorandum of understanding unless expressed otherwise.

ARTICLE 13.0: TRANSACTION COSTS

Each party shall be responsible for its own costs and expenses incurred in connection with the drawing and completion of this MoU and the negotiation and formalization of any definitive legal agreements and other transactional documents made pursuant to this MoU.

ARTICLE 14.0: 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.

ARTICLE 15.0: SERVICE OF NOTICES

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

- a) Forwarded through registered post to its last known address in Kenya and shall be sufficiently served upon lapse of seven (7) days after date of postage.
- b) Forwarded to the email addresses: vc@mut.ac.ke on the part of the Murang'a University of Technology and to kiharutvc@gmail.com on the part of Kiharu Technical & Vocational College and 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.

ARTICLE 16.0: 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 Kiharu Technical & Vocational College by the Principal, or his/her appointee.

ARTICLE 17.0: ENTIRE AGREEMENT

Unless expressly referred to herein, this MoU supersedes all prior negotiations, agreements, and undertakings between the parties with respect to this matter. To this end, the MoU constitutes the entire agreement between the parties.

ARTICLE 18.0: GOVERNING LANGUAGE

- a) The MoU shall be written in English language.
- b) All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

ARTICLE 19.0: APPLICABLE LAW

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

IN WITNESS WHEREOF the MoU has been duly executed by or on behalf of the parties on the day and year first hereinbefore written.

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: 17-01-2024

Witnessed by:

Name: Prof. PRISCIA J. TUITOEK
Designation: DEPUTY VICE CHANCELLOR-ARSA
Address: 75-10200, MURANG'A
Signature: [Signature]
Date: 17/01/2024

In the Presence of: -

Name: Penninah Imwene
Designation: Legal officer
Address: 75-10200, MURANG'A
Signature: [Signature]
Date: 17/01/2024

[Signature]

The Common Seal of KIHARU TECHNICAL & VOCATIONAL COLLEGE
Was hereunto affixed

Name: DR DANIEL KIROGO WATHUNGU
Designation: PRINCIPAL / BOG SECRETARY
Address: Box 29/ 10200 MURANG'A
Signature: [Signature]
Date: 17/01/2024

KIHARU TECHNICAL & VOCATIONAL COLLEGE
PRINCIPAL
SIGN: [Signature]
DATE: 17/01/2024

Witnessed by:

Name: Hon. GERISTON NYAGIA LEUSEN
Designation: Ag. CHAIRMAN
Address: P.O. Box 29 - 10200 MURANG'A
Signature: [Signature]
Date: 17/01/2024

In the Presence of: -

Name: RICHARD MAINA MURAGURI
Designation: PERSONAL ASSISTANT (MP - KIHARU - HON. NDINDI NYORO)
Address: 101 629 - 00100 NRB
Signature: [Signature]
Date: 17/1/2024

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[Signature]