

**MEMORANDUM OF AGREEMENT**

**BETWEEN**



**MURANG'A UNIVERSITY OF TECHNOLOGY**

**AND**

**KIROGO HEALTH CENTRE**

## AGREEMENT

### PREAMBLE

This **AGREEMENT** is made on this ..... 20<sup>TH</sup> ..... Day of..... JUNE .....2024

### BETWEEN

**MURANGA UNIVERSITY OF TECHNOLOGY OF P.O BOX 75-10200 MURANGA**

("Herein after referred to as **MUT**") Which context will include its assigns, agents and representatives on one part.

### AND

**KIROGO HEALTH CENTRE OF P.O BOX 69-10200 MURANG'A**

("Herein after referred to as **KHC**") Which context will include its assigns, agents and representatives on the other part.

**WHEREAS** Murang'a University of Technology and Kirogo Health Centre are desirous of establishing a joint collaboration to mutually offer training, attachment/placement 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 Science in order to get a diverse clinical exposure at the Kirogo Health Centre (**KHC**).

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

**WHEREAS** Kirogo Health Centre is endowed with facilities necessary for the practical learning experience and;

**WHEREAS** Kirogo Health Centre and Murang'a University of Technology wish to promote the development of the Kirogo Health Centre in training and health service delivery in the catchment area 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. 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) **"KHC"** means Kirogo Health Centre.
- c) **"Academic staff"** means, persons or the staff of Murang'a University of Technology who hold positions of Professor, Professor Emeritus, Associate Professor, 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 Kirogo Health Centre rendering clinical services at the health centre.
- e) **"Competent authority"** includes the Vice Chancellor MUT, The In- Charge, Kirogo Health Centre, the Board of Management Committee of Kirogo Health Centre and such other officers and organs of governance of the two institutions; parties to this Memorandum of Understanding and includes the MoA 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 the 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 principal contract with the said institution party to this Memorandum.

- i) **"The Health Centre"** means Kirogo Health Centre.
- j) **"The organs of governance"** means the Murang'a University of Technology, the Board of Management Committee of Kirogo Health Centre, the Senate of MUT , other boards and committees as from time to time established by mutual consent, reduced into writing of parties to this MoA.
- k) **"Professional conduct"** means such conduct as abides by, complies or is in line with the requirements of good practices and ethical standards of one's profession prescribed by law and/or otherwise in the profession by conventional practices 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) **"Teaching Hospital"** means a hospital used by the University or a Faculty or a School of Health Sciences as a venue or forum for giving systematics practical instruction, illustration or training to medical students and related health professionals.
- n) **"MUT"** refers to Murang'a University of Technology.

## 2. CO-OPERATION AND INCONSISTENCY IN THE MOA

- a) The parties mutually agree that the following Memorandum of Agreement (MoA) shall govern their co-operation in dealing with matters covered by and incidental to this Memorandum and those connected or associated therewith;
- b) In case of any inconsistency between this MoA between Murang'a University of Technology and Kirogo Health Centre, the MoA shall apply.

## 3. COMMON GOALS AND OBJECTIVES OF THE COLLABORATION

- a) The common goals and mandates of the parties will form the basis of a synergistic partnership that will benefit the communities in the County.
- b) 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.

- c) The collaboration will strengthen the academic-industry linkage in pursuit of academic excellence in the health sector.
- d) The MoA shall include partnership in training of Health care Practitioners, Research, Consultancy and Innovation and Outreach.

#### **4. SCHOOL OF PURE, APPLIED AND HEALTH SCIENCES**

- a) The school of Pure, Applied and Health sciences seeks the following:
- b) To become an international center of excellence in training health care practitioners.
- c) 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.
- d) 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.

#### **5. DUTIES AND RESPONSIBILITIES OF PARTIES**

##### **a) MURANG'A UNIVERSITY OF TECHNOLOGY**

The MUT shall;

- i. Ensure that the University staff and students assigned to the Health Centre facilities recognize, respect and adhere to the professional and ethical requirements of training, research and service activities in the health centre.
- 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 appropriate, diagnostic, pharmaceutical, logistic or any other cost especially required by the University for the teaching and/or research, and not necessitated by the regular patient care and research activities of the health centre.

- iv. Endeavor 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.
- v. Cause to and participate actively in membership and activities of joint committees of the two institutions, constituted under this MoA.
- vi. Prepare a calendar of activities including examinations and ensure that it does not interfere with the smooth running of the health centre activities.
- vii. Maintain all educational records and reports relating to the students.
- viii. Ensure that placement of students is done in a manner that does not disrupt the smooth running of the facilities in the health centre.
- ix. Set up a research ethics committee (REC) comprising of membership from MUT and the health centre staff.
- x. Assume equal responsibilities in the protection of intellectual property rights and patenting of any inventions arising from collaborative research subject to existing intellectual property rights and benefits of each party.
- xi. The University shall formulate a research committee and co-opt members from the health centre when need arises.
- xii. The university shall recruit staff with credentials and practicing licenses that are relevant and required by accrediting bodies.

**b) KIROGO HEALTH CENTRE**

The KHC shall;

- i. Allow the University to use the health centre for teaching, research and instructing students in health sciences.
- ii. Provide access to the academic staff and students of the University, to the diagnostic, outpatient, inpatient and other facilities for the purpose of teaching, research and clinical services.
- iii. Avail to the University; office space, lecture theatre, and space for MUT to set up a resource Centre.

iv. Facilitate eligible staff of the health centre in addition to fulfilling their employment duties in the facility to render identified and acceptable service to MUT.

v. Facilitate eligible visiting staff and students of other universities, institutions, or organization that have collaborative agreements with MUT to use the health centre for training, research and clinical practice in such a manner that is consistent with the letter and spirit of this memorandum.

vi. Enforce observance of rules and regulations of the health centre, ethical standards and good professional conduct among the health centre staff, academic and students of the University in delivery.

vii. Disseminate adequate information among the staff of the health centre about the contents of the MoA.

viii. Assume equal responsibilities in the protection of intellectual property rights and patenting of any inventions arising from collaborative research, subject to existing intellectual property right and benefits of policy of each party.

## **6. INTELLECTUAL PROPERTY RIGHTS**

a) All Industrial and/or Intellectual Property resulting from any form of collaboration shall be jointly owned and managed by the MUT and the Hospital 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.

b) Protection of innovations, research products (through patents, industrial designs, copyrights) or other IP accruing from joint collaboration between MUT and the hospital 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.

c) Any specialized programme developed jointly pursuant to this Collaboration shall remain the joint property of the MUT and the Hospital, and neither party shall disclose or enter into any collaboration with a third party for the purpose of delivery of the same within the next five (5) years after its initial mounting unless the parties hereto give consent in writing.

## **7. 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 MoA.
- 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 MoA 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 MoA.

## **8. ASSIGNMENT**

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

## **9. MUTUAL INTERESTS**

- a) All items and equipment shall, by mutual agreement, be owned by the Kirogo Health Centre and that, such items shall be jointly identifiable clearly with Kirogo Health Centre 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 Kirogo Health Centre markings; unless otherwise agreed in writing to the contrary.
- c) The Kirogo Health Centre 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.



## **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 Health Centre will accommodate the number of students convenient for learning.
- c) The health Centre shall arrange for emergency medical care of the students should any need arise.

## **11. PROJECT OUTLINES AND WORK PLANS**

- a) This MoA 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 MoA.

## **12. IMPLEMENTATION COMMITTEE**

There shall be formed, by the two parties, a MoA 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 MOA is concerned.

#### 14. SERVICE OF NOTICES

- a) 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:-
- b) 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.
- c) Send by email to either party at the following address:
  - i. **Murang'a University of Technology, Email: [vc@mut.ac.ke](mailto:vc@mut.ac.ke)**
  - ii. **Kirogo Health Centre, Email: [kirogohealthcentre@gmail.com](mailto:kirogohealthcentre@gmail.com)**
- iii. Such notices sent to the said addresses will be deemed to have been served upon lapse of seven (7) days from the date of postage.

#### 17. 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 **Kirogo Health Centre** by the Medical Superintendent or his/her appointee.

#### 18. DISPUTE RESOLUTION

- 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.

#### **19. TERMINATION OF MEMORANDUM**

- a) The Memorandum of Agreement may be terminated with immediate effect by mutual agreement between the parties by either party giving the other not less than six (6) months' notice in writing.

#### **b) Effect of Termination**

- i. All Students enrolled in the placement at the time the notice of termination is given shall be permitted to complete the Program until all required clinical experience has been offered to Students then enrolled.
- ii. However, no other Students shall be placed at the Department for clinical experience after the termination date or notice of termination date, whichever is sooner.

#### **19. 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 MoA 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 MoA 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.

## **20. REVIEW AND AMENDMENTS**

- a) The Memorandum may be amended or revised if both parties agree.
- b) Any provision of this MoA may be amended as need arises by mutual consent of the parties in writing.
- c) Such amendments once approved by both parties shall become effective immediately and shall form part of this MoA unless expressed otherwise.
- d) Amendments may be decided at any time and shall be made in writing upon mutual consent of the parties.
- e) Amendments to the agreement may be initiated by either party and the same may be made by an exchange of correspondences in written form emanating from the duly authorized representatives.
- f) Any further amendments after a joint review by parties shall be made in writing and signed by both parties.

**21. GOVERNING LANGUAGE**

The MoA 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.


**22. APPLICABLE LAW**

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

IN WITNESS WHEREOF the parties' thereto have caused this Agreement to be executed the day and year before written:


The Common Seal of MURANG'A UNIVERSITY OF TECHNOLOGY

Was hereunto affixed


NAME..... Prof. Prisca Tuitolek  
DESIGNATION..... Ag. Vice Chancellor  
ADDRESS..... 75-10200 Murang'a  
SIGNATURE..... 



Witnessed by:

NAME..... Prof. Richard Juma  
DESIGNATION..... Registrar, Academic, Research & Student Affairs  
ADDRESS..... 75-10200 Murang'a  
SIGNATURE.....   
DATE:..... 20-06-2024

In the presence of:

NAME..... Bridget Kitwigi  
DESIGNATION..... Ag. Legal officer  
ADDRESS..... 75-10200, MURANG'A  
SIGNATURE.....   
DATE:..... 20/06/2024

Signed, with the Common Seal of **KIROGO HEALTH CENTRE**

Was hereunto affixed

NAME..... KAMAU DANIEL MWANIKI  
DESIGNATION..... CO INCHARGE  
ADDRESS..... 69 MURANGA  
SIGNATURE..... [Signature]  
DATE:..... 20/6/2024



Witnessed by: PHILIP M. MAREKI  
NAME.....  
DESIGNATION..... CHAIRMAN  
ADDRESS..... Box 120 KAHUHA  
SIGNATURE..... [Signature]  
DATE:..... 20 June / 2024

In the presence of:  
NAME: IRUNG MDIRAUCHI  
DESIGNATION: P.H.O  
ADDRESS: 69 MURANGA  
SIGNATURE: [Signature]  
DATE: 20/6/2024