

MEMORANDUM OF UNDERSTANDING BETWEEN



EGERTON UNIVERSITY
Center of Excellence in Sustainable Agriculture & Agribusiness
Management (CESAAM)

AND



KENYA PLANT HEALTH INSPECTORATE SERVICES (KEPHIS)

February, 2019

THIS GENERAL AGREEMENT FOR ACADEMIC COOPERATION IS ENTERED INTO ON THIS _____ DAY OF _____ 2019 BY AND BETWEEN:

EGERTON UNIVERSITY Centre of Excellence in Sustainable Agriculture and Agribusiness Management (CESAAM) an educational institution duly established under the Egerton University Statutes, 2013 under the Universities Act, 2012 (No. 42 of 2012) having its principal place of business at Egerton University and of P.O Box P.O. BOX 536-20107 Njoro, Kenya of the one part;

AND

KENYA PLANT HEALTH INSPECTORATE SERVICE (KEPHIS) a State Corporation in the Republic of Kenya duly incorporated under the Kenya Plant Health Inspectorate Service Act No. 54 of 2012 Laws of Kenya and whose registered office is situated at Oloolua Ridge, off Ngong Road Karen, and of P.O. Box 49592- 00100 Nairobi, Kenya of the other part.

(Both **KEPHIS** and the **CESAAM** shall hereinafter be referred to collectively as the "Parties" and individually as "Party").

PURPOSE

The purpose of this General Agreement is to provide an overall framework within which **KEPHIS** and the *Centre of Excellence in Sustainable Agriculture and Agribusiness Management (CESAAM)*, a World Bank- funded project at Egerton University will collaborate on activities of mutual interest for the ultimate benefit of agricultural and rural development in Sub-Saharan Africa.

The Parties undertake to:

1. Jointly undertake research that are relevant to both parties missions and objectives;
2. Jointly develop and conduct short courses to further individual and institutional capacity-building;
3. Jointly develop Innovations through CESAAM agro-science Park and promote up calling and commercialization of the innovation;
4. Conduct Internships that will enable graduates to smoothly transit into the job market
5. Conduct joint conferences and seminars;
6. Conduct joint research proposals and development of new proposals to secure funding to achieve the above beyond the World Bank funds;

7. Conduct joint supervision of students;
8. Conduct staff and student exchange to enhance quality of training and research at CESAAM: and
9. Collaborate on a variety of scientific topics, including but not limited to agricultural biotechnology, Climate smart agriculture, agricultural extension, and increasing private sector involvement in agricultural research and training, innovations and commercialization of innovations.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Parties agree that any activities conducted under this General Agreement, as well as any activities implemented under a specific activity agreement, shall be subject to applicable Kenyan and East African laws and regulations.
2. The parties agree to work together to develop a mechanism to:
 - a. facilitate the achievement of the above objectives, subject to CESAAM implementation budget, identify training needs and organize capacity building trainings for CESAAM and the partner institution;
 - b. consult, coordinate and facilitate CESAAM students in capacity building exchange programs; and
 - c. provide access to CESAAM research and training facilities for capacity building programs.
3. This Agreement is designed to facilitate and develop a genuine and mutually beneficial exchange process for teaching, research, innovations and outreach activities.
4. The Parties shall observe the following guidelines for implementing the current general agreement in so far as is possible and advisable:
 - a) The highest executive authority of each party, or their designated representatives, shall maintain ongoing official contact and shall extend reciprocal invitations to attend meetings of mutual interest.
 - b) Periodic contracts will be drawn up for the execution of specific actions where necessary based on performance. These contracts will state, in each case, the objectives, means of action, modes of participation, obligations of each Party, duration of the contract, technical, financial, human resources and other contributions; budgets and other factors necessary to ensure satisfactory compliance and attainment of the objectives.

- c) The specific contracts referred to in the present general agreement may include the participation of other multilateral or bilateral technical cooperation and financial assistance organizations; or governments of countries concerned with improving sustainable agriculture and agribusiness development in sub-Saharan Africa. Such collaborations must be communicated and consented by either party.
 - d) This general agreement shall not in any manner interfere with the individual actions, initiatives, opportunities or responsibilities of either party, or with their ability to pursue independent bilateral or multilateral actions, initiatives and opportunities whether within or without the areas of cooperation outlined in this general agreement.
 - e) This general agreement can be renewed after its expiry as and when it becomes necessary based on performance.
5. The parties to the general agreement agree to acknowledge the contributions of the other in executing the activities agreed upon through the release of any media statements, publications, reports, informational materials, multimedia information or any other means used to disseminate information on these activities. The materials generated under this general agreement will not be released or published without the consent of the parties.
 6. The parties will share information of mutual concern and interest relating to the objectives of this general agreement and ensure that activities conducted during the course of this collaboration will be transparent and publicly accountable.
 7. Each party will respect the provision on confidentiality described herein during the term of this general agreement and for a period of three (3) years following its termination.
 8. The parties shall use their best efforts to settle amicably any dispute arising from or in connection with this general agreement or the interpretation thereof. If the dispute has not been settled within ten (10) days from when the amicable resolution was instituted, any party may elect to commence arbitration. Such dispute shall be referred to the decision of a single arbitrator to be agreed upon between CESAAM and KEPHIS.
 9. This General Agreement shall become effective as of the date of signatures of both parties and shall remain effective for a term of 5 (five) years. It may be amended by the written consent of the Parties. The Parties intend to review this General Agreement every 5 (five) years to evaluate the progress and the quality of the mutual cooperation.
 10. Either Party may terminate this general agreement at any time by giving 3 (three) months' notice in writing to the other Party. In any case, termination shall in no way

affect commitments agreed upon nor shall it affect ongoing activities of the parties. Such action will only be taken after mutual consultation at the Executive level of the Parties.

11. Both institutions subscribe to a policy of equal opportunity, non-discrimination and affirmative action. University programs, activities and facilities are available to all without regard to race, colour, gender, religion, national origin, political persuasion, sexual orientation, marital status, disability, height, weight, veteran status, age or familial status.
12. Parties shall retain and exercise their rights to all intellectual property rights owned or developed prior to this MoU. Nevertheless, it is envisioned that the activities that emerge from the collaboration between KEPHIS and CESAAM will generate research results, documented promising practices, programming tools and publications (Intellectual Property or IP). Thus, in the first instance, any Intellectual Property created under this MoU shall be considered jointly owned by the Parties to this MoU unless otherwise provided for in definitive agreements with third parties participating in projects under this MoU such as donors, partners among others.
13. Each party shall designate a person or office to serve as liaison for implementing this Agreement. For KEPHIS, the contact person will be Dr. Esther Kimani, Managing Director Tel: 0709891000 Email: director@kephis.org
For CESAAM, the contact person will be Professor George Owuor, CESAAM Center Leader (g.owuor@egerton.ac.ke , phone +254722831634).

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day and year first above written.

SIGNED for and on behalf of
**KENYA PLANT HEALTH
INSPECTORATE SERVICE**

by:

Managing Director

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Corporation Secretary

.....



SIGNED for and on behalf of
**EGERTON UNIVERSITY Centre of
Excellence in Sustainable Agriculture
and Agribusiness Management**

by:

Rose A Mwangi
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In the presence of

[Signature]
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6/3/19

