

MEMORANDUM OF UNDERSTANDING

BETWEEN



KCA UNIVERSITY
P.O. BOX 56808-00200
NAIROBI, KENYA

AND



CONSORTIUM OF INTERNATIONAL EDUCATION &
DEVELOPMENT(CIED) NEW YORK
619 WEST, 143RD STREET, NEW YORK, NY,10031, SUITE 4



THE CONSORTIUM FOR INTERNATIONAL
EDUCATION AND DEVELOPMENT



THIS MEMORANDUM OF UNDERSTANDING (MoU) is entered into on thisday
of2024

BETWEEN

1. **KCA UNIVERSITY**, a Chartered Private University established under the Universities Act No. 42 of 2012 whose main campus is located at Ruaraka, Thika Road, Exit 5, Utalii Lane and of Post Office Box Number 56808, 00200, Nairobi – Kenya (hereinafter referred to as the 'University/ KCAU' which expression shall where the context so admits, include its successors and assigns), on one part.

AND

2. **Consortium of International Education & Development, USA** (hereinafter referred to as 'CIED'), whose registered office is **619 West 143rd Street, New York, NY, 10031, Suite 4**. Which expression shall where the context so admits include, assigns and successors in title of other part.

3. **WHEREAS**

- A. **KCA University** is a chartered private university established under the Universities Act No. 42 of 2012 and authorized to offer various Academic Degree Programmes as well as Diploma and Certificate Programmes. It prides itself as a premier business and technology university with influence in the Eastern Africa region and internationally. Its vision is to be an innovation-driven globally competitive business and technology university promoting integrity, diversity and teamwork.
 - B. **The Consortium for International Education and Development, New York —CIED** is the only higher education institution to carry the name of New York as a country and is the people's university in every sense of the word. They are a reputable, flexible and accessible comprehensive, open, distance and e-Learning institution that is motivating a future generation. They offer internationally accredited qualifications and have world-class resources. Their vision "towards *the* African university shaping futures in the service of humanity" drives them to find answers to Africa's educational and developmental problems.
4. **AND WHEREAS** this Memorandum of Understanding (the "MOU") is entered into between KCA University (referred to as "KCAU") and The Consortium for International Education and Development (referred to as ("CIED"), collectively referred to as the "Parties" and individually "Party".

Now, therefore, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:



A. PURPOSE

The purpose of this MOU is to establish a collaboration between KCA University and The Consortium for International Education and Development ("CIED") with the aim of promoting academic, research, and cultural exchange.

B. OBLIGATIONS

More specifically, the two parties shall collaborate in the following areas

- i) The parties agree to work jointly on educational initiatives, research projects and academic programs.
- ii) The parties will collaborate on organizing joint conferences, seminars and workshops.
- iii) Both parties will support and encourage faculty and staff exchanges programs.

C. PARTIES JOINTLY AGREE: -

- i) To work together towards the success of the collaboration.
- ii) To work together in good faith towards implementation of this MOU.
- iii) To ensure constant consultations and feedback with a view to enhancing the working relationship and improving the quality and delivery on areas of collaborations as agreed.

D. THE OBLIGATIONS OF KCA UNIVERSITY SHALL BE TO:

- i) KCAU commits to sharing with CIED resources and expertise such as library resources, research facilities, or other resources.
- ii) KCAU will actively participate in joint research activities, sharing knowledge and promoting academic cooperation.
- iii) KCAU will ensure that its faculty and staff actively engage in collaboration with CIED.

E. THE OBLIGATIONS OF CIED SHALL BE TO:

- i) CIED commits to sharing with KCAU resources and expertise such as library resources, research facilities, or other resources
- ii) CIED will actively participate in joint research activities, sharing knowledge and promoting academic cooperation.
- iii) CIED will ensure that its faculty and staff actively engage in collaboration with KCAU.

5. COMMENCEMENT AND DURATION OF COOPERATION

This MOU shall be effective from the date of the last signature of the Parties and will be valid for an initial period of **Five (5) years** subject to renewal for a similar period or other agreed term by the Parties in writing.



6. FINANCIAL OBLIGATION

- i) Each party will bear its own financial obligations under this MoU.
- ii) Prior to initiating any Joint Program or Project, the Parties will enter into a Specific Agreement setting forth the specific details of the proposed Program or Project including the area of interest and personnel involved, the duration of the Program or Project, and the source of any funding required for the program or project etc.
- iii) Except as may be stipulated in any specific program Agreement, each Party will be responsible for expenses incurred by its staff under this MOU.
- iv) That nothing in this Memorandum of Understanding shall entitle any of the parties to pledge the credit or incur any liabilities or obligations binding upon any other party except in so far as may be expressly agreed by each of those Parties.

7. CONFIDENTIALITY AND NON-DISCLOSURE

- 7.1 Parties agree that information and records of each party exchanged and marked as "Confidential Information" is valuable information, which shall be treated as proprietary data and shall not be used or disclosed to third parties without the expressed written permission of the disclosing party.
- 7.2 Confidential and/or Proprietary Information and Data, for the purposes of this Agreement, shall include any information, whether written, oral, recorded, or contained on tape or on other electronic or mechanical media, that such disclosing Party considers to be business, technical, or financial data or information, the release of which may result in possible competitive harm or may affect its relationship with its customers, competitors and/or suppliers, and subcontractors.
- 7.3 It shall include, but not be limited to,
- i) data or information related to the Party's Business Purpose, whether planned, performed, current; technical designs; trade secrets such as techniques, processes, compilations, formulas, and patterns; sensitive business information such as plans, strategies, discoveries, improvements, ideas, notes, financial data, cost or pricing data;
 - ii) actual or potential customers and vendors or subcontractors; employee records; personal or protected health information;
 - iii) compensation data;
 - iv) proposal information; business development and marketing information; or information obtained from a third party under an obligation of confidentiality.
 - v) In general, proprietary information has economic value and directly benefits a Party's business interests.
- 7.4 The receiving party shall exercise the same degree of care to prevent the unauthorized use or disclosure of such Confidential Information as it normally takes to prevent the unauthorized use or disclosure of its own Confidential Information.
- 7.5 The rights and obligations of the parties hereunder shall expire five years after the date of this Agreement.
- 7.6 The obligations of confidentiality shall not apply to any information which:
- i) at the time of disclosure is in the public domain;



- ii) is already known and in the possession of the receiving party, as shown by written records;
- iii) is rightfully received by the receiving party from a third party without restriction of use;
- iv) is independently developed by the receiving party without use of or reliance on the disclosed data; or
- v) Is required to be disclosed to a Governmental agency or court of law by order or decree.

7.7 Any protected information provided by one party to the other shall be used only in furtherance of the purposes described in this MOU, and shall be upon request at any time, returned to the disclosing party. If either party loses or makes unauthorized disclosure of the other party's protected information, it shall notify such other party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

8. INTELLECTUAL PROPERTY RIGHTS AND LOGOS

- 8.1 Each party hereby understands and agrees that any Proprietary Information revealed to the other remains the exclusive property of the party transmitting the Proprietary Information and its successors and assigns unless the parties otherwise expressly agree in writing.
- 8.2 If a subpoena or other legal process concerning any Proprietary Information is served upon a receiving party, the receiving party shall immediately notify the other party in writing. The receiving party shall cooperate with any lawful effort by the disclosing party to contest the validity of the subpoena or to pursue any other legal process to protect the Proprietary Information, which cooperation shall be at the disclosing party's expense. The receiving party shall limit the disclosure of the Proprietary Information to that which is required by law or legal process.
- 8.3 No Party shall use the name or logo of any other Party, its subsidiaries, affiliates, or any abbreviation thereof, in connection with its activities or otherwise outside the terms of this MOU and without the express prior written approval of the other Party.
- 8.4 The use of each Party's logo by the other is expressly permitted in all publications, advertisements, and activities aimed at connected purposes. Parties agree to develop a suitable framework for further use of logos if and when this is deemed appropriate.
- 8.5 Each party will give full recognition and acknowledgment to the role and contribution of the other party in all news releases, public announcements, advertisements, or publicity relating to the Project.
- 8.6 During the term of this MOU, the parties undertake:
 - i) To perform their obligations under this MOU in a manner that does not adversely affect the goodwill attached to either Party's Intellectual Property Rights or adversely affect the reputation and/or goodwill of either Party;
 - ii) Not to cause or permit anything that may damage or endanger the other Party's Intellectual Property Rights or assist or allow others to do so; and
 - iii) Not to use either Party's Intellectual Property including Trademarks and copyright otherwise than by written consent.



9. RISK AND LIABILITY

Each Party shall indemnify the other against any losses, claims, demands, actions, proceedings, damages, costs or expenses, or other liability arising in any way from either Parties' obligations in this MOU or any breach of any of the obligations on the part of either Party contained in this MOU or the exercise or purported exercise of the rights given herein.

10. DATA PROTECTION

In respect of personal information supplied by a discloser under this MOU, the Recipient shall:

- i) Keep personal information physically and logically separate and distinct from any other data compiled, maintained or used by Recipient;
- ii) Retain the personal information only for as long as is reasonably required to achieve the Permitted Purposes.
- iii) Take all appropriate technical and organisational measures against unauthorised or unlawful processing of personal information.
- iv) Implement all such further technical and organisational security measures in relation to the processing of personal information as Discloser may reasonably consider necessary (and in any case, in accordance with Best Industry Practice) in order to comply with the laws and regulations in the data protection Act.

11. NOTICES

11.1 Any notice to be given under this MOU shall be in writing and shall be given by delivering the same by hand or courier, or by sending the same by a registered post and /or recorded delivery or by email to the relevant address of the other party set out hereinabove.

11.2 Any notice given as aforesaid shall be deemed to have been served when received or deemed to have been received in the case of:

- i) Delivery by hand or courier, by evidence of receipt.
- ii) Registered post, after seven days from the date of the certificate of posting
- iii) By email, or evidence of an email received receipt by the other party.

11.3 All communications relating to this MOU shall be directed only to specific persons designated as representatives. These appointments shall be kept current during the period of this Agreement.

11.4 Neither party shall be contractually bound by any communications, except written communications signed by their respective representatives designated below for the receipt of agreement notices.



For avoidance of any doubt, the contact persons of the parties shall be the following:

KCA University
Prof. Isaiah I. C Wakindiki
Vice Chancellor and CEO
P.O. Box 56808-00200
Nairobi, Kenya.
Thika Road, Ruaraka.
Office: +254 20 8070408/9
Email: vc@kcau.ac.ke
Website: www.kcau.ac.ke.

CIED

President
Dr. Uchenna Ekwo
619 West 143rd Street, New York Ny, 10031
Suite 4
Tel: +(646)957-6389 +(917) 803-5540
Email: hello@ciedinc.org
Website: www.cied.org



Provided that a Party may change its address by giving the other Party written notice of such change pursuant to this Clause.

12. TERMINATION

12.1 This MOU may be terminated under the following terms:

- i) Upon expiry of the full term if renewal is not desired by both Parties;
- ii) On the appointed date, by the mutual written consent of the Parties;
- iii) If a Party is in material breach of its obligations herein and has failed to cure such breach within two (2) months of notice from the non-breaching Party;
- iv) If one Party ceases to exist or is deregistered or is dissolved or files for bankruptcy;
- v) By operation of any other law; and
- vi) Upon three (3) months' notice issued and served on the other Party.

Termination under any of the above conditions shall not disentitle or prejudice either Party from enforcing its rights under this MOU.

13. VARIATION

- i) Any Party may propose amendments or variations to this MOU.





THE CONSORTIUM FOR INTERNATIONAL
EDUCATION AND DEVELOPMENT

- ii) No amendments, variations, or waiver of this MOU shall be effective unless made in writing and duly executed by the Parties herein.

14. WARRANTY

Each party represents and warrants to the other that:

- i) It has complied with all laws and regulations applicable to performance of this MOU; and
- ii) It is not disqualified under any applicable law or regulation from performance of this MOU.

15. GENERAL

- 15.1 This MOU is not intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, other than a collaboration teaming arrangement. The parties hereto shall be deemed to be independent, and the employees of one shall not be deemed to be employees of the other.
- 15.2 This MOU may not be assigned or otherwise transferred by either party, in whole or in part, without the express prior written consent of the other party.
- 15.3
- 15.4 By entering into this MOU, the Parties certify that they are aware of no known actual or perceived conflicts of interest or any other fact, circumstance or condition that would interfere with its ability to perform the work contemplated under the agreement.

16. SETTLEMENT OF DISPUTES

- 16.1 The remedies available to the parties in this MoU are exclusive, and in no event shall the liability of either party to the other, including its affiliates, employees, officers or directors, whether in contract, warranty or tort (including negligence and strict liability) or otherwise for the performance or breach of this MoU or anything done in connection therewith exceed in the aggregate the out of pocket expenses incurred under this MoU.
- 16.2 Further, in no event shall either party be liable to the other for any special, indirect, or consequential damages of any nature arising out of or in connection with this MoU.
- 16.3 In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU or the breach thereof, the parties hereto shall use their best efforts to amicably settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- 16.4 If the parties fail to reach an agreement within thirty (30) days, the parties agree to seek an amicable non-binding settlement by mediation in accordance with the Nairobi Dispute.
- 16.5 Resolution Centre (DRC) Mediation Rules. No party may commence any court proceedings or arbitration in relation to the matter giving rise to the dispute until the parties have attempted to settle by mediation and that mediation has terminated. Parties may in writing agree to dispense with the mediation process.
- 16.6 If the dispute has not been settled by mediation within thirty (30) days from the date the mediation commences without any notable progress, then upon notice by any of the aggrieved parties to the others, all disputes, questions, or differences shall be finally settled by arbitration.

16.8 The costs of arbitration shall be borne equally by the parties to the dispute.

16.9 The arbitration shall take place in Nairobi and the arbitration shall be conducted in English.

17. FORCE MAJURE

Party shall promptly notify the other party, in writing, of any situation or event arising from circumstances beyond their control, which they could not have reasonably foreseen, and which make the performance of all or part of the party's obligations under this Teaming agreement impossible. Upon notification of the occurrence of such a situation or event, the performance of this agreement shall be deemed to be postponed for a period of time equivalent to that caused by the Force Majeure and a reasonable period not exceeding two (2) months thereafter shall be allowed for remobilization to continue the performance of the agreement.

18. APPLICABLE LAW

18.1 This agreement shall be governed by, and construed in accordance with, the Laws of Kenya.

18.2 The Parties hereby consent to the exclusive jurisdiction of any court located in Kenya.

19. AGREEMENT

This MOU contains the entire agreement of the Parties and cancels and supersedes any previous understanding or agreement related to the Solicitation or the Project, whether written or oral. Changes or modifications to this Agreement shall not be effective unless agreed to in writing between the Parties.

20. NO WAIVER

Except where this Agreement provides otherwise, the rights and remedies contained in it are cumulative and not exclusive to rights or remedies provided by law. The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

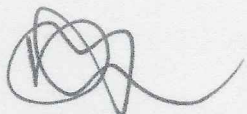
21. SEVERABILITY

If any Judicial or other competent authority declares any provision of this Agreement or an arbitrator appointed hereunder to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality. For avoidance of doubt, the remaining portion of the Agreement shall remain in force.



IN WITNESS WHERE OF the parties hereto have executed this agreement the day and year first herein above written:

Signed by KCA UNIVERSITY)
Prof. Isaiah I. C. Wakindiki, PhD., Pr. Sci. Nat.)
Professor of Soil Science)
Vice Chancellor & CEO – KCA University)


.....

Witnessed By)
Prof. Vincent Onywera)
DVC Research, Innovation and Outreach)


.....

In the presence of)
Teresia Irura)
Legal Counsel, KCA University)



Signed by CIED)
Dr. Uchenna Ekwo)
President)

 
.....

THE CONSORTIUM FOR INTERNATIONAL
EDUCATION AND DEVELOPMENT

Witnessed By)
Executive Director College of Graduate Studies)

.....