**COLLABORATION AGREEMENT**

**between**

**STRATHMORE UNIVERSITY**

**And**

**Xxxxx**

**And**

**Xxxxx**

**2025**

**THIS COLLABORATION AGREEMENT** (“**Agreement**”) **dated …………………………………….2025** is made BETWEEN:

**STRATHMORE UNIVERSITY,** a private university established by Charter whose address is Madaraka Estate, Ole Sangale Road Post Office Box Number 59857-00200 Nairobi (hereinafter referred to as **“SU”** which expression shall where the context so admit include its successors in title and permitted assigns) on the one part and;

**XXX** is a…………………. whose address is……………and Post Office Box Number…………..Nairobi (hereinafter referred to as “**xxx**” which expression shall where the context so admit include its successors in title and permitted assigns) on the other part.

(SU, and XXXX are hereinafter collectively referred to as the “Parties” and individually referred to as the “Party”).

**WHEREAS**

1. SU has established a ……….
2. Xxx is………………….
3. The Parties intend to collaborate together for .......................................................;
4. The principles set out in this Agreement are intended to be legally binding on the Parties.

**IT IS INTENDED AND DECLARED** as follows**:**

1. **DEFINITIONS**

The following words and expressions shall have the following meanings in this Collaboration Agreement including its recitals, unless the context requires otherwise:

**“Confidential Information”** means any information which is disclosed by either Party (Disclosing Party) to the other Party (Receiving Party) pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such)

**“Effective Date”** means the date of signing this Agreement

**“Force Majeure Event”** means unpredictable adverse weather conditions, national industrial strikes, war, acts of God, acts of terrorism, pandemic, epidemic, floods, earthquakes or civil disturbance, which in each case could not reasonably be foreseen and is beyond the reasonable control of the relevant Party or its workforce.

**"Intellectual Property rights”** meansany and all rights, title and interest in intellectual property (whether registered or not), including, past and future copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, databases, know-how, trade secrets and inventions (whether patentable or not), databases including subscriber information, goodwill and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such intellectual property.

**“Results”** all information, data, techniques, know-how, results, inventions, discoveries, software and other Intellectual Property, materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing or developed in the course of the work undertaken in accordance with this Collaboration Agreement.

“**Receiving Party**” means the party receiving Confidential Information under this agreement either directly or indirectly.

**“Disclosing Party”**means the Party disclosing Confidential Information to the other Partypursuant to this Agreement.

**“Purpose”** means

**“Proprietary Information”** means information in which the owner has a protectable interest.

**“Liabilities”**means any and all damages, losses, liabilities, costs, claims, charges, expenses, actions, proceedings or demands (including legal costs).

**Agreement References**

All references in this Agreement to a statutory provision shall be construed as including references to:

All statutory instruments or orders made pursuant to a statutory provision; and

Any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.

**Clause Headings**

Clause headings in this Agreement are for ease of reference only and do not affect the construction of any provision herein.

**Words and Expressions**

Words and expressions defined in any clause shall, for purposes of that clause, bear the meaning assigned to such words and expressions in such clause.

**Provisions**

Any substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, will be given effect as if it were a substantive provision in the body of the Agreement.

**1. PURPOSE OF THIS AGREEMENT**

1.1 The Parties intend to collaborate for the .................................;

1.2 Each Party shall at all times, in its dealings with the other Party, carry out its intentions and give effect to its declarations set out in this Agreement in good faith and shall otherwise act in relation to all its dealings with the other Party in good faith.

1.3 Notwithstanding any provision of this Agreement or any impression that might otherwise be created by this Agreement:

1.3.1 Neither Party shall be bound to continue to co-operate or develop any business relationship with the other Party after expiry or termination of this Agreement;

1.3.2 each Party shall be at liberty, either alone or in conjunction with one or more third parties, to continue to develop, market, provide to clients and customers and otherwise deal with any and all products or services of any nature or description**,** provided that in so doing that Party does not breach any obligations under this Agreement which are stated to be legally binding.

1.4 This Agreement sets out the understanding and intentions of the Parties to co-operate in good faith. This Agreement neither expresses nor implies any legally or financially binding obligations of either Party, with the exception of clauses 1.2, 2.5, 3, 4, 6, 8, 9 and 10.

1.5 This Agreement or any provision thereof shall not be construed adversely against a Party because that Party prepared or drafted it or is seeking to rely on it.

**2. CONTRIBUTIONS OF THE PARTIES**

2.1 **Obligations;**

**SU** input will be as follows:

* .......................
* ..............................
* ................................
* Any other input or task as may be agreed by the Parties from time to time in writing.

XXXXX input will be as follows:

* ..............................
* ................................
* Any other input or task as maybe agreed by the Parties from time to time in writing.

2.2 The Parties intend that, for use by the Parties for the Purpose:

2.2.1 Each Party shall provide sufficient resources, shall make available staff, and may make assets available for use by the Parties (“**Assets**”), in all cases as it considers appropriate to implement this Agreement and execute the seminar, and any Assets may be identified and listed separately.

2.2.2 Each Party shall make available such information as the Parties consider appropriate.

2.2.3 Each Party shall participate in joint progress reviews and meetings; and

2.3 In connection with or for the Purpose, the Parties may create, jointly or separately but for common use, documentation and other written communications in any form or medium, including but not limited to memoranda, plans and reports, lists of contacts, diagrams, flowcharts, test scenarios and results (“**Documentation**”).

2.4 If any action to be undertaken or any significant matter relating to the Purpose is discussed or agreed upon verbally by the Parties during any:

2.4.1 Meeting attended by the Parties, complete, written minutes of these meetings shall be prepared, signed and submitted by an authorised representative of the hosting Party for the approval and signature by an authorised representative of the other Party; or during any

2.4.2 Telephone conversation, written summaries confirming such discussions or verbal agreement shall be prepared and signed by an authorised representative of either Party and exchanged by mail, e-mail or facsimile with an authorised representative of the other Party for approval and signature.

2.5 This clause 2.5 is intended to be legally binding and shall survive expiry or termination of this Agreement. Any Assets which are made available by one Party to the other pursuant to clause 2.2.1 shall be subject to the receiving Party:

2.5.1 Taking such care as the receiving Party would in respect of its own assets; and

2.5.2 Arranging insurance for their full market replacement value upon the theft, loss or destruction of or damage to such Assets and providing evidence of such insurance to the owning Party upon demand.

**3. COSTS**

3.1 Unless otherwise agreed by the Parties separately in writing, each Party shall bear its own costs in relation to the ..............................................

**4. INTELLECTUAL PROPERTY RIGHTS**

* 1. Parties agree to protect each other’s pre-existing intellectual property rights and will accord due recognition of the property in the course of discharging obligations under this agreement.
  2. In case of inventions, parties will have a joint right to patent and will develop a perpetual gain sharing model for revenues/profits/dividends associated with such. For any inventions developed independently, the intellectual property will remain with the inventing party.
  3. For the avoidance of doubt all **Background Intellectual Property** used in connection with the Project shall remain the property of the Party introducing the same.  No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other Parties except under the terms of this Collaboration Agreement.  Each Party acknowledges and confirms that nothing contained in this Collaboration Agreement shall give it any right, title or interest in or to the Background Intellectual Property of any other Party save as granted by this Collaboration Agreement.
  4. Ownership of third party software or other IPR to deliver services will remain with the relevant third party.
  5. Where any Results are created or generated by two or more Parties jointly (“**Joint Intellectual Property**”), the joint creators will jointly own the same and those Parties shall apportion such ownership amongst themselves according to respective inventive contributions. The Parties agree that the process of commercialising the Joint Intellectual Property shall be the responsibility of the Party that made the greatest inventive contribution to the Joint Intellectual Property.
  6. Each Party shall own the Results generated by it under the Project (“**Foreground IP”)** and shall ensure that it secures ownership of such Results. the Party owning any Results shall be entitled to use and exploit such Results as that Party sees fit.
  7. Each Party shall promptly disclose to the other(s) all Results generated by it and each Party shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to the Intellectual Property in the Results.

**5. COMMENCEMENT AND TERMINATION**

5.1 This Agreement shall come into effect upon execution by the duly authorised representatives of the Parties and shall remain in effect for xxx years, and subject to a substantive review, may be renewed for a further period of XXX Year.

5.2 Either Party may terminate this Agreement at any time by:

1. Mutual agreement by the parties.
2. giving xxx calendar days’ prior written notice signed by its duly authorised representative. The giving of such a notice of termination and any subsequent cessation of or reduction in the performance of the activities or any non-performance or reduced performance that is not in accordance with the intentions of the Parties, shall not constitute any act or conduct that is not in good faith for the purposes of this Agreement.
3. Either Party shall be entitled to terminate this Agreement at any time by giving notice in writing signed by its duly authorised representative to the other Party, such notice to be of effect immediately on delivery, if the other Party commits a material breach of any of the terms or conditions of this Agreement and, if such breach is capable of remedy, fails to remedy such breach within xxx calendar days after receipt of notice in writing from the first Party identifying such breach and requiring its remedy.
4. Where either of the parties becomes insolvent, whether voluntarily or compulsory, passing a resolution of winding up, having a receiver appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of debt or ceases or threatens to cease to carry on business.

5.3 Termination of this agreement will be without prejudice to the accrued rights of either party and each party’s further rights and obligations cease immediately on termination.

5.4 Upon the termination of this Agreement for any reason, each Party shall:

5.4.1 Return or delete the other Party's Confidential Information in the manner contemplated below;

5.4.2 Return or delete (at the election of the licensing Party) such Intellectual Property Rights as have been licensed by the licensing Party to the other (to the extent that such Intellectual Property Rights are Joint IPRs held by the Parties as tenants in common); and

5.4.3 Return any Assets that have been made available by one Party to the other in such condition, fair wear and tear excepted, as they were when made available.

5.5 Subject to any right or obligation which accrued prior to termination, and (i) save in respect of the rights and obligations which shall survive the termination of this Agreement, and (ii) save as otherwise provided, following termination neither Party shall have any further obligation to the other under this Agreement.

**6. CONFIDENTIALITY**

6.1 Except as required by law, each Party is obliged not to disclose any confidential or proprietary information concerning the other Party, its partner entities and its activities so that the interests of each Party will not be damaged. Confidential information consists of all information that is not, otherwise, readily available to the public.

6.2 The parties hereto agrees that except as provided by the provisions of any law, order, rule or regulation under which the parties are obligated regarding their ordinary business operations, or unless otherwise agreed in writing between them, the parties shall not disclose publicly or otherwise or describe any technical, legal, marketing, sales, information technology and all other information that relates to the Business and the business relationship between the parties and agree that they shall secure and keep such Information Confidential and:

6.3 The parties shall protect and safeguard the Confidential Information against any unauthorized use, disclosure, report, transfer or publication with at least the same degree of care as they would for their own confidential or proprietary information, but in no event use less than reasonable care.

6.4 The parties shall restrict Disclosure to those of their directors, officers, employees or attorneys who clearly have a need-to-know such Proprietary Information, and then only to the extent of such need-to-know, and only in furtherance of the specific purposes of this Agreement;

6.5 Use such Confidential Information only for the purposes of entering into a business transaction with the Disclosing Party, and not disclose such Confidential Information other than as set forth above unless the Disclosing Party shall have expressly authorized in writing such disclosure and;

6.6 Neither party shall use any Confidential Information to compete or obtain any competitive or other advantage with respect to the other.

6.7 Notwithstanding the foregoing, the Receiving Party shall be entitled to release Confidential Information to permit it to prosecute or defend any claim under this Agreement or pursuant to an order of a court or government agency; provided, however, in case of release pursuant to this Section, the Receiving Party shall limit the release to the greatest extent reasonably possible under the circumstances and shall have provided the Disclosing Party with sufficient advance notice to permit the Disclosing Party to seek a protective order or other order protecting its Confidential Information from disclosure.

6.8 Confidential Information shall not include information that:

* Has become public knowledge through legal means without fault by the Receiving Party;
* Is already public knowledge prior to the Disclosing Party’s disclosure of the same to the Receiving Party;
* Is known to the Receiving Party prior to the Disclosing Party’s disclosure of the same pursuant to this Agreement; or
* Is independently developed by the Receiving Party without reference to or use of the Confidential Information.

6.9 Each party will obtain prior written consent before using the other Party’s name in any advertising, endorsement or promotion.

**7. WARRANTY**

* 1. No warranty is given by either Party as to the quality, accuracy or fitness for the Purpose or any purpose of any Intellectual Property Rights or Confidential Information. No other rights or obligations other than those expressly set out in this Agreement are to be implied by this Agreement with respect to either Party’s Intellectual Property Rights or any Confidential Information disclosed by one Party to the other. To the fullest extent permitted by law, any and all warranties, terms or conditions implied by law or otherwise (including, without limitation, in relation to quality, accuracy or fitness for the Purpose or any purpose) are hereby expressly excluded.
  2. Each Party warrants to the other that it is entitled to use, disclose and grant the limited licences in its Intellectual Property Rights and Confidential Information that are set out in this Agreement and that no third party rights are thereby infringed.

**8. INDEMNIFICATION**

Each party shall indemnify, defend, and hold the other Party and its directors, officers, agents invitees and employees, harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, advocates fees) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its directors, officers, agents invitees and employees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this agreement. Prompt notice must be given to the other party of any claim, actions, suits, demands, assessments, or judgments asserted arising in respect of this agreement.

Except with the express written consent of the other Party, each Party shall ensure that all actions taken by such Party pursuant to this Agreement affecting any third parties shall give rise to several and separate liability of such Party, and each Party agrees to defend and indemnify the other Parties against any claims, suits, expenses, costs or liabilities to which such other Parties may become subject as a result of any such actions by the indemnifying Party.

**9. FORCE MAJEURE**

Neither party shall be held liable for any delay or failure to meet its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riots, insurrection, civil commotion, labour strikes or lockouts, shortages, pandemic, epidemic, factory or other labour conditions, fire, flood, earthquake, storm, legal constraints or other circumstances beyond the party’s control (Force Majeure Event). Provided that Upon the occurrence of a Force Majeure event, the non-performing party shall (i) notify the other party of the occurrence of the Force Majeure Event within twenty-four (24) hours of the occurrence of the Force Majeure Event; and (ii) be excused from any further performance of the affected obligation(s) (other than payment obligations) for so long as such circumstances prevail, provided that such party continues to attempt to recommence performance to the greatest extent possible without delay.

**10. NON-CIRCUMVENTION**

Each of the Parties unconditionally and irrevocably undertakes with the other that it will not for a period of twelve (12) months from the date of this Agreement solicit or entice away from the other Party any person presently in the employment of the other Party whether or not such person knows of any of the Confidential Information or would commit a breach of his contract of employment by reason of his leaving the employment of the other Party.

Each of the Parties unconditionally and irrevocably undertakes with the other that it will not for a period of xxxxx from the date of this Agreement solicit or entice away from the other Party any customer of the other Party who has not (prior to this agreement) been a customer of that Party.

This clause does not apply to circumstances where an employee or consultant (other than professional advisor) independently and voluntarily responds to any advertisement posted by a Party for employment or the provision of services at any time.

1. **GOVERNING LAW**

In relation to any parts of this Agreement that are intended to be legally binding, this Agreement shall in all respects be subject to and governed by and construed in accordance with Kenyan law, and in connection with any dispute arising on any basis from or under any parts of this Agreement that are intended to be legally binding, the Parties submit to the jurisdiction of the Kenyan Courts.

**12. DISPUTE RESOLUTION**

If a dispute, controversy or claim arises out of or relates to this agreement or the breach thereof and if the dispute cannot be settled through good faith negotiation within 21 days of an offer by one party to negotiate a settlement, the parties agree to attempt to settle the dispute by mediation in accordance with any duly accredited Mediation Service Provider. No party may commence any court proceedings or arbitration in relation to such dispute until they have attempted to settle by mediation and that mediation has terminated.

If the dispute has not been settled pursuant to the mediation within 21 days from when the mediation was instituted, upon filing of a Request for Arbitration by any one party, it shall be referred to and finally determined by arbitration in accordance with the Kenya Arbitration Act 1995 and the Rules of the Kenya branch of the Chartered Institute of Arbitrators which Rules are deemed to be incorporated by reference to this clause.

13. **DATA PROTECTION**

Each party to this agreement acknowledges the importance of protecting the privacy of all information provided by the other party and warrants that in dealing with data collected during the course of this Agreement, shall at all times strictly comply with the Data Protection Act No. 24 of 2019, its amendments thereto and the Data Protection Regulations.

The parties hereby agree that in dealing with data collected for the purposes of this Agreement, the data shall be used only in accordance with the terms of this Agreement and for purposes connected to the provision of this agreement, in accordance with the lawful and reasonable instructions of the party providing the data.

**14. NOTICES**

Any notice or other communication to be given under this Agreement shall be in writing and shall be sufficiently given if delivered:

1. by Registered Mail Ten (10) days from the date of such delivery
2. personally/hand delivery on the date of such delivery
3. Electronic Service of Notices through E-mail shall be deemed served on that day it was sent within the official business hours on a business day in the relevant jurisdiction in which it is sent. If it is sent outside business hours and on a day not a business day, it shall be considered to be served on the subsequent day being a business day.

To the following addresses:

**DEPUTY VICE CHANCELLOR**

**STRATHMORE UNIVERSITY**

**MADARAKA ESTATE,**

**OLE SANGALE ROAD**

**P.O BOX 59857 00200**

**NAIROBI**

**Email :**

AND:

XXXX

**15.** **AMBIGUITIES**

The parties hereto agree that each of them has participated in the negotiation, preparation and review of this Agreement and have taken independent legal advice where necessary, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties have duly executed this AGREEMENT as of this ……… day of ……………………….. 2025.

**SIGNED** on behalf of )

the said **STRATHMORE UNIVERSITY** )

by the **Deputy Vice Chancellor** )

)

)

)

In the presence of: - )

)

) **Dean………….**

**SIGNED** on behalf of )

the said **xxxx** )

by the **……………………………….** )

)

In the presence of: - )

)

)

**SIGNED** on behalf of )

the said **xxxx** )

by the **……………………………….** )

)

In the presence of: - )

SCHEDULE 1

**The Project**