

**MEMORANDUM**

**OF**

**UNDERSTANDING**

**Between**

**STRATHMORE UNIVERSITY**

**And**

**\*\*\*\*\*\*\*\*\*\*\*\***

**(YEAR)**

This Memorandum of Understanding is between **Strathmore University**, a private university, established by Charter whose address is Madaraka Estate, Ole Sangale Road Post Office Box Number 59857-00200 Nairobi aforesaid (hereinafter referred to as SU” which expression shall where the context so admit include its successors and assigns) of the first part, and **\*\*\*\*\*\*\*\*,** whose postal address is Post Office Box Number \*\*\*\*\*\*(hereinafter referred to as “\*\*\*\*\*” which expression shall where the context so admit include its successors and assigns) of the second part

**THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING** undertake to establish a framework of co-operation and for any other collaborative activities as the parties may from time to time agree on. The parties hereby agree as follows:

1. **Purpose of MOU**
   1. The purpose of this Memorandum of Understanding (“MOU”) is to establish a framework of collaboration between \*\*\*\*\*\*\*and SU for the development of student exchange programmes, joint research, \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*of either institution and other areas which the parties may agree on from time to time.
   2. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party as the agent of another Party, nor authorize any of the Parties to make or enter into any commitments for or on behalf of another Party.
2. **Scope of the MOU**
   1. Initially, this MOU will provide for the establishment of programs in the following two areas: (1) a student exchange program; and (2) such other programs, workshops, and faculty exchanges as are mutually agreed upon in writing. These programs are further described as follows:
3. **Student Exchange Programs** 
   1. Student Exchange Programme
      1. \*\*\*\* and SU hereby establish a semester exchange under which each year \*\*\*\* will send up to two students to SU for one semester each and SU will send up to two students to \*\*\*\*\*\* for one semester each. If students are selected for a year-long exchange, this will be negotiated previously by the two institutions in proportion to the numbers mentioned here. The number of students to be exchanged may be modified from time to time by agreement by both parties in writing. \*\*\*\*\* and SU agree that their goal is to exchange an identical number of students each academic year but also appreciate that the number of qualified students from one school wishing to attend the other may differ between the two schools in any given year. They therefore agree that should there be an imbalance in the exchange during any year under this MOU, the parties will seek to achieve parity of participation over the rest of the term of the MOU.
      2. \*\*\* and SU will select students for the exchange according to their internal procedures for sending students abroad for study. Prior to participation in the exchange, students of \*\*\*\* must have completed at least three years of undergraduate \*\*\*\*\* related studies or one year of graduate \*\*\*\* related studies, and have achieved no less than an 80 on the TOEFL examination. Students from SU must have completed at least three years of undergraduate \*\*\* studies. Students from both Universities must be in good academic standing at their home institutions. Each selected student's file will be made available by the sending school to the receiving school. The receiving school may request that students submit additional information in accordance with their standard exchange practices. While each institution will normally approve admission of the students, both \*\*\*\*\* and SU reserve discretion to approve candidates proposed for admission by the other school, provided such approval shall not be unreasonably withheld.
      3. Exchange students will register and pay tuition and fees as usual to the sending school and the receiving school will waive its tuition and fees, except that the students will be responsible for their own travel and living expenses, books and supplies, visa and medical and other insurance while they are at the receiving school and any fees incurred for special programs or activities outside of classes. In the case of \*\*\*\*, no additional fees are charged, with the exception of the use of the Gym and Sport Facilities, which is not mandatory if students do not wish to participate in sports or gym at the University which are applicable to both local and exchange students alike. In the case that a student visa is required, both institutions will provide the necessary documents to obtain the visa, which is the sole responsibility of the student.
      4. Exchange students will be entitled to use all facilities of the receiving school of \*\*\*\* and have the same rights, privileges and obligations as regularly enrolled students with respect to registering for and auditing classes and sitting for examinations at the receiving school of \*\*\*\*\*. The receiving school of \*\*\*\* shall send transcripts of each exchange student’s work to the sending school as soon as possible after the end of the semester in which the student visited.
      5. Exchange students will be expected to comply with the academic standards and policies of their receiving school while continuing to comply with those of their sending school as well. The receiving school shall be entitled to require the immediate withdrawal of any exchange student who violates its academic standards or policies consistent with the way it treats non-exchange students, provided, however, that the receiving school must have previously informed the sending school of its concerns as provided above and have given the sending institution an opportunity to help resolve the issue before a termination occurs.
      6. Exchange students will be evaluated by the same standards as are applied to other students at the receiving school, and must fulfill the same course requirements as regularly enrolled students in order to receive credit for their work. However, considering possible differences in the academic calendars at \*\*\*\*\*\* and SU, each school will reasonably accommodate the academic needs of exchange students, for example, by allowing them to return to the sending school before the end of the semester and/or complete a take-home examination or paper after they return to the sending school so they can resume their studies at the sending school in a timely manner, or study for and take an applicable bar examination.
      7. Further, \*\*\* and SU, upon the completion of the exchange programme, will send the marks obtained by the students in the final examinations to each other. The marks for each subject undertaken should be presented as a percentage and where possible as a grade.
4. **Faculty Exchange Program**
   1. \*\*\*\* and SU will appoint a representative or representatives to confer with those from the other school in writing as to what programs and faculty exchanges would be feasible.

For \*\*\*\*, the representative for this agreement will be:

Tel:

Fax:

Email:

For Strathmore, the representative for this agreement will be:

\*\*\*\*

Dean, \*\*\*\*\*\*

Strathmore University

Madaraka Estate,

Ole Sangale Road

P.O Box 59857-00200

Nairobi

1. **Intellectual Property**

5.1 Parties agree to protect each other’s pre-existing intellectual property rights and will accord due recognition of the property during discharging obligations under this partnership.

5.2 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.

1. **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 MOU. Prompt notice must be given to the other party of any claim, actions, suits, demands, assessments, or judgments asserted arising in respect of this MOU.

1. **Supplementary Arrangements and Amendments**

The parties hereto may enter into supplementary arrangements within the scope of this MOU or amend any of its provision pursuant to a signed agreement. Any specific agreement, collaboration, project or programme, subject to this general MOU shall be put in writing, signed by both parties and annexed to this MOU.

1. **Governing Law and Dispute Resolution**

8.1 Each party binds itself to ensure that the activities of each party in respect of this MOU are carried out by each party in accordance with the laws and regulations of its country of origin.

8.2 In the event of a disagreement or other dispute arising from or in connection with this MOU or any of its terms, both Parties agree to engage in a good faith effort to resolve the dispute through negotiations between representatives of both Parties who have authority to settle the same. 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 negotiations between the designated officials of the parties in dispute within 21 days of an offer by one party to negotiate a settlement, the parties agree that the dispute shall be referred to and finally determined by mediation between the parties duly authorized representatives (either in person or via electronic means) in accordance with any internationally accredited Mediation Service Provider to be agreed on by consensus by the parties in dispute. If the parties are unable to agree on a mediator the mediator shall be appointed as required by the rules and or regulations of an internationally accredited Mediation Service Centre.

1. **Entry into Effect, Duration And Determination**
   1. This collaborative MOU between the institutions will remain in effect for a term of \*\*\*\* years from the last signature by the parties and subject to a substantive review, may be renewed for such other period as agreed by the parties.
   2. Either party may terminate this MOU by giving \*\*\* months notice in advance to the other party. Such termination shall take effect at the expiry of the \*\*\*month period from the date the termination notice is issued. Any students already enrolled in programs at the receiving school will be allowed to carry out the terms of their exchange if the termination arises during this time frame.

Provided that the provisions contained herein shall remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to the ongoing co-operation activities.

1. **Confidentiality**
   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.
   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.
   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;
   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;
   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. Neither party shall use any Confidential Information to compete or obtain any competitive or other advantage with respect to the other.
   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.
   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.
  1. Each party will obtain prior written consent before using the other Party’s name in any advertising, endorsement or promotion.

1. **Notices**
   1. Any notice or other communication to be given under this MOU shall be in writing and shall be sufficiently given if delivered:
2. by Registered Mail Ten (10) days from the date of such delivery
3. personally/hand delivery on the date of such delivery

To the following addresses:

**\*\*\*\*\*\***

**DEAN, \*\*\*\*\***

**STRATHMORE UNIVERSITY**

**MADARAKA ESTATE,**

**OLE SANGALE ROAD**

**P.O BOX 59857-00200**

**NAIROBI**

AND

**\*\*\*\*\*\*\*\***

**\*\*\*\***

**\*\*\*\*\*\*\*\***

**\*\*\*\*\*,**

**\*\*\*\*\*\***

If any party under this MOU changes their address or premises they shall within twenty-four hours thereafter send or deliver to the other party written confirmation of their new address.

1. **Ambiguities**

The parties hereto agree that each of them has participated in the negotiation, preparation and review of this MOU 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 MOU.

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

**SIGNED** on behalf of )

the said **STRATHMORE UNIVERSITY**

**Name:** )

by the **Deputy Vice Chancellor** )

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)

)

In the presence of: - )

)

) **Dean………….**

**SIGNED** on behalf of )

the said **\*\*\*\*\*\*** )

by \*\*\*\*

\*\*\*\*\* )

)

In the presence of: - )

)

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