**TEAMING AGREEMENT**

Between

**STRATHMORE UNIVERSITY**

And

XXXXXXXXXX

**2025**

**THIS TEAMING AGREEMENT (**hereinafter **“Agreement”)** is made on this………………..day of ………………..2024 (effective date) between

**STRATHMORE UNIVERSITY**, a private University established by Charter and whose address is Madaraka Estate, Ole Sangale Road Post Office Box Number 59857-00200 Nairobi, Kenya (hereinafter referred to as "**SU**" which expression where the context so admits include its successors in title and permitted assigns) of the first part

**AND**

XXXX

**WHEREAS:**

1. SU is a leading not to profit university whose mission is to provide all-round quality education in an atmosphere of freedom and responsibility, excellence in teaching, research and scholarship, ethical and social development and service to society.
2. XXXX is……..
3. The Parties are desirous and have agreed to work together in the …………..
4. This Agreement is entered into to enable each party to enjoy the benefits of the other party's capabilities in regard to the…………...
5. **INTERPRETATION**

In this contract, unless the context otherwise requires:

* 1. **Definitions**

The following expressions shall have the following meanings in this 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 this Agreement

**“Force Majeure Event”** means unpredictable adverse weather conditions, national industrial strikes, war, acts of God, acts of terrorism, 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**” means any 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.

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

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

* 1. **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.

* 1. **Clause Headings**

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

* 1. **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.

* 1. **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.

**NOW, THEREFORE,** the Parties agree as follows:

1. **Purpose of the Agreement**
   1. The Parties intend to collaborate for the purpose of\*\*\*
   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.
   3. Notwithstanding any provision of this Agreement or any impression that might otherwise be created by this Agreement:
      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;
      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.
   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 clause 6.
2. **Term of this Agreement**

This Agreement shall come into effect on the effective date and shall remain in effect for …………. and subject to a substantive review, may be renewed for a further period of……… unless terminated earlier in accordance with the provisions of this Agreement.

1. **Roles and Responsibilities**
   1. **It shall be the responsibility of SU to:-**
   2. **XXXX roles and responsibilities will include;**
2. **Resources**

The Parties agree that each Party shall allocate and provide adequate resources to support full implementation of the purpose of this Agreement.

1. **Revenue Sharing**

The revenue from ………………. by the Parties shall be shared as follows:

1. **Intellectual Property**

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

In case of inventions, parties will have a joint right to patent and will develop a perpetual gain sharing model for revenues/profits/dividends/royalties 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 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.

1. **Warranties**

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.

1. **Confidentiality and Non-disclosure**
   1. Except as required by law, each Party is obliged not to disclose any confidential or proprietary information concerning the other Parties;
   2. The Parties hereto agree 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 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 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. The Parties shall use such confidential information only for the purposes of entering into a business transaction with the disclosing party, and not to disclose such confidential information other than as set forth above unless the disclosing party shall have expressly authorized in writing with such disclosure and;
   6. Neither party shall use any confidential information to compete or obtain any competitive or other advantage with respect to the others;
   7. Notwithstanding the foregoing, the receiving party shall be entitled to release confidential information to permit 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 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 that:

* Which has become public knowledge through legal means without fault of receiving party;
* Which is already in the public domain before the disclosure by the disclosing party;
* Is known to receiving party prior to the disclosing party's disclosure; or
* Is independently developed by the receiving party without reference or use of confidential information;
* Each party will obtain prior written consent before using the other parties' names and logos in any endorsement or promotion.

1. **Termination**

11.1 This Agreement may be terminated by:

* Mutual Agreement by the parties;
* Either party serving upon the other a thirty (30) days written notice;
* If any party breaches or defaults any of the provisions of this Agreement, the other Party may provide written notice of such breach in accordance with the NOTICES provision of this Agreement. If the said Party does not cure its breach within Seven (7) days from the date it receives the notice, the non-breaching Party may give written notice to the breaching party to terminate this Agreement.

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

* Return or delete the other Party's Confidential Information;
* 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.

**12 Notices**

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

* by Registered Mail Ten (10) days from the date of such delivery or;
* personal/hand delivery on the date of such delivery
* 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:

**In the case of SU**

**In case of**

If any party under this agreement 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 to the other party.

1. **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.

1. **Governing Law**

The provisions of this Agreement and any amendments or annexes thereto shall be governed by, construed and enforced in accordance with the laws of the Republic of Kenya which shall take precedence in the event of any conflict with the provisions of this Agreement.

1. **Entire Agreement**

This Agreement together with its Schedules, if any, constitutes the entire understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreements, arrangements and understandings between the parties in relation to such matters.

1. **Severability**

If any Clause of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term hereof. The Parties agree that they will negotiate in good faith or will permit the replacement of any provision, which is similar as possible in substance to the invalid, illegal, unenforceable provision.

1. **Variation**

This agreement may be varied only by an agreement by the Parties in writing.

1. **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, pandemic, epidemic, labour strikes or lockouts, shortages, 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.

In the event of a Force Majeure situation or event, the performance of the obligations of this Agreement shall be extended by the period of the Force Majeure situation or event provided that in the event that the Force Majeure situation or event continues for a period of Thirty (30) days or more either party shall be entitled to terminate this Agreement forthwith by written notice to the other Party to that effect.

1. **No Partnership**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or other form of joint venture between the Parties or constitute or be deemed to constitute any Party the agent or employee of the other for any purpose whatsoever.

1. **Assignment**

Neither party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of the other party.

1. **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, they shall at all times strictly comply with the Data Protection Act No. 24 of 2019.

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

1. **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:

**SIGNED** on behalf of

the said **XXXX**

by the **Director**

In the presence of