**MEMORANDUM**

**OF**

**UNDERSTANDING**

Between

**STRATHMORE UNIVERSITY**

And

**XXXXXXX**

**2025**

This Memorandum of Understanding (MoU) is entered into on this…….day of…………….2025 (**the Execution Date**) 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 admits include its successors in title and permitted assigns)of the first part, and

**XXXXX** a xxxxx incorporated in xxxxx , and whose postal address is Post Office Box Number xxxxxxx . (hereinafter refereed to as ‘**’xxxxxx’** which expression shall where the context so admits include its successors in title and permitted assigns),of the second part.

(In this MoU, SU and xxxxx are individually referred to as ‘‘Party’’ and collectively ‘‘Parties’’).

**WHEREAS**

1. **SU** is a higher learning private institution established with the mission to provide all-around quality education in an atmosphere of freedom and responsibility, excellence in teaching, research, and scholarship, ethical and social development, and service to society in Kenya.
2. xxxxxxxx

**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:

**ARTICLE** 1

**PURPOSE**

The purpose of this Memorandum of Understanding (“MOU”) is to establish a framework of collaboration between xxxxx and SU, mainly for student industry engagement. 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.

**ARTICLE 2**

**SCOPE OF THE MOU**

1. The MOU governs the broad objectives and conditions of the collaboration.
2. Detailed specific agreements of each collaborative activity shall be developed within the provisions of the MOU and shall be annexed to the MOU.

**ARTICLE 3**

**AREAS OF COLLABORATION**

3.1 SU and xxxxx wish to collaborate in the following areas:

1. Other areas of cooperation as may be agreed upon between the parties from time to time.

Where necessary, the Parties will enter into separate contracts and annexed hereto this MOU.

**ARTICLE 4**

**INTELLECTUAL PROPERTY**

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 collaboration.
2. In the 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. Parties agree to disclose to each other any intellectual property that shall be shared with the others and the limitations to which the other may have license to use it, in writing.
4. Parties shall jointly own the copyrighted material developed jointly, however, neither Party shall use it for economic benefit without the consent of the other Parties. Both Parties shall be entitled to the moral rights of the copyrighted material developed jointly.

**ARTICLE 5**

**INDEMNIFICATION**

Each Party shall indemnify, defend, and hold the other Party and its directors, officers, agents, invitees, and employees, harmless from and against all claims, actions, suits, demands, assessments, or judgments asserted, 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.

**ARTICLE 6**

**SUPPLEMENTARY ARRANGEMENTS AND AMENDMENTS**

Any specific agreement, collaboration, project, or programme, subject to this General Agreement shall be put in writing, signed by both Parties, and annexed to this MOU. No amendment or modification to this Agreement is valid unless in writing and signed by the duly authorized representatives of both Parties and annexed thereto.

**ARTICLE 7**

**GOVERNING LAW**

The provisions of this MOU and any amendments or annexes thereto shall be governed by, construed, and enforced in accordance with the laws of the Republic of Kenya.

**ARTICLE 8**

**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.

**ARTICLE 9**

**ENTRY INTO EFFECT, DURATION, AND DETERMINATION**

1. This MOU shall come into effect on the Execution Date by the representatives of the two institutions and shall remain in effect for 3 years, i.e. from xxxx to xxxxx unless otherwise terminated in accordance with the provisions of this Agreement.
2. This Agreement shall automatically terminate at the end of the period unless the Parties agree in writing, on such terms as shall be mutually agreed upon, to renew the Agreement. If either of the Parties wishes to extend the term of validity of this Agreement, it shall consult with the other Party at least two (2) months prior to the expiry of the term of validity.
3. Either Party may terminate this MOU by giving one (1) months notice in advance to the other Party. Such termination shall take effect at the expiry of the one (1) month period from the date the termination notice is issued.

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 cooperation activities.

**ARTICLE 10**

**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 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 Business and the business relationship between the parties and agree that they shall secure and keep such Information Confidential and:
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 using 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.

**ARTICLE 11**

**DATA PROTECTION**

1. 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 MOU, shall at all times strictly comply with the Data Protection Act No. 24 of 2019, its amendments thereto and the Data Protection Regulations.
2. 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.

**ARTICLE 12**

**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.

**ARTICLE 13**

**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, invasion, ex or foreign enemies, hostilities, insurrection, civil commotion, labour strikes or lockouts, shortages, pandemic, epidemic, factory or other labour conditions, fire, flood, earthquake, storm, acts of God, sabotage, terrorism and terrorist activities or threats, 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 if the Force Majeure situation or event continues for 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.

**ARTICLE 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; or
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 a subsequent day being a business day.

To the following addresses:

**XXXXXXX**

**STRATHMORE UNIVERSITY**

**MADARAKA ESTATE,**

**OLE SANGALE ROAD**

**P.O BOX 59857 00200**

**NAIROBI**

**EMAIL:**

AND:

**XXXXXX**

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.

**ARTICLE 15**

**NO JOINT VENTURE**

The Parties agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the parties to enter into a commercial undertaking for monetary gain. Neither Party will refer to or treat the arrangements under this MOU as a Legal Partnership or take any action inconsistent with such intention.

**ARTICLE 16**

**LIMITATION OF LIABILITY**

SU shall not be held liable for any claims arising from either the actions or omissions of xxxxx and vice versa.

**ARTICLE 17**

**FINANCIAL ARRANGEMENTS**

The Parties acknowledge and agree that this MOU does not create any financial or funding obligation on either party and that such obligations shall arise only upon joint execution of a subsequent agreement that specifically delineates the terms and nature of such obligations and that references this MOU.

Each party shall be fully financially responsible for its respective portion of goods, services and activities arising from participating in the collaborative activities.

**ARTICLE 18**

**NON-EXCLUSIVITY**

Nothing in this MOU is intended nor shall be construed as creating any exclusive arrangement between the Parties. This MOU shall not restrict the Parties from acquiring or offering similar, equal or like goods and/or services from/to other entities or sources.

**ARTICLE 19**

**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 MOU as of xxxxx this day of xxxxx 2025.

**SIGNED** for and on behalf of )

the said **Strathmore University** )

by the **Deputy Vice Chancellor** )

**Name** ) ……………………………….

) Signature

In the presence of: - )

**Position/ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** )

**Name** ) **……………………………**

Signature

**SIGNED** for andon behalf of )

the said **xxxxxxx** )

by the **Title** )

**Name** ) …………………………….

) Signature

)

In the presence of: - )

**Title** )

**Name** ) ………………………………. ) Signature )

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