**DATED ……. DAY OF ……………… 2025**

**STRATHMORE UNIVERSITY**

###### and

**XXXX**

**----------------------------------------------------------------**

##### **SERVICE LEVEL AGREEMENT**

2025

**SERVICE LEVEL AGREEMENT**

This Service Agreement (hereinafter called the **“Agreement”**) is made on the ……….. day of …………….. 2025 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

**XXXX,** a……………………..whose address is…………………and P.O Box………………(hereinafter referred to as **“Service Provider”** which expression shall where the context so admits include its successors and assigns) on the other part

**WHEREAS:**

1. The SU and xxx have agreed to enter into this agreement through which XXX shall provide SU with ………………in accordance with the modalities defined and terms and conditions defined herein.

**NOW THEREFORE, THIS AGREEMENT WITNESSES** as follows:

1. **DURATION**

The Agreement shall commence on the date of execution of this agreement and shall remain in force for …………… unless otherwise terminated in accordance with the provisions of this agreement.

This agreement may only be amended by a written agreement signed by the duly authorized representatives of both parties.

1. **SUBJECT AND DESCRIPTION OF SERVICES**

The Service Provider shall provide…………… services to SU according to the modalities defined in the specifications and costs contained in **APPENDIX A** attached herein (to be completed by service provider).

1. **OBLIGATIONS OF THE PARTIES**
   1. **The Service Provider’s Obligations**
2. Perform the obligations under this Agreement at optimal levels as desired in Schedule 1 to this Agreement.
   1. **SU’s Obligations**
3. **PAYMENT OBLIGATIONS AND TERMS**

In consideration of the Service Provider’s performance of services as described herein, SU shall pay the Service Provider a fee for its services rendered according to the terms of this Agreement of Kshs.XXX subject to receipt of an invoice from the Service Provider. After receipt of the Service Provider’s invoice, SU has a 30 days’ period for processing until the amount is due. No other Sum, benefit or allowance shall be payable to the Service Provider.

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 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 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. **NATURE OF BUSINESS RELATIONSHIP**

This Agreement does not constitute either party as the agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied on behalf of or in the name of the other party in any manner or thing whatsoever. Moreover, this Agreement does not create any exclusive relationship between the parties.

1. **TERMINATION**

This Agreement may be terminated by:

1. Mutual Agreement by the parties;
2. Either party serving upon the other a thirty (30) days written notice;
3. 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 of its election to terminate this Agreement.

1. **INDEMNITY**

The parties hereby agree to indemnify and hold harmless each other, and its affiliates from and against any and all rights, claims, demands, causes of action, losses, liabilities, obligations, damages, and expenses (including attorneys' fees and expenses), whether the same be now known or unknown, anticipated or unanticipated, which they may incur or be obligated to pay in any action, claim, or proceeding against them or any of them, for or by reason of any acts that may be committed or suffered by the indemnifying party or any of its agents or employees, in connection with the performance of any part of this Agreement. The provisions of this clause and the party’s obligations herein shall survive any expiration, termination, or rescission of this Agreement.

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 in the course of discharging obligations under this collaboration.

In case of jointly developed 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. **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:

|  |  |
| --- | --- |
| **SU** | **SERVICE PROVIDER** |
| UNIVERSITY SECRETARY  STRATHMORE UNIVERSITY  MADARAKA ESTATE,  OLE SANGALE ROAD  P.O BOX 59857-00200  NAIROBI  EMAIL : |  |

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. **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, 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. **GOVERNING LAW**

The construction, validity and performance of this Agreement shall be governed by the Laws of Kenya.

1. **DISPUTE RESOLUTION**

All disputes arising out of or relating 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. **DATA PROTECTION**

Each party 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 engagement, they shall at all times strictly comply with the Kenya Data Protection Act No. 24 of 2019, its amendment thereto and the Data Protection Regulations.

The parties hereby agree that in dealing with data collected for the purposes of this consultancy, 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.

1. **SEVERABILITY**

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies all prior contemporaneous agreements, representations, and understandings between the Parties in relation to such matters. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

1. **NO WAIVER**

No failure or delay in exercising any rights under this Agreement shall operate as a waiver of that right or extend to or affect any other or subsequent event, or impair any consequent rights or remedies, or in any way modify or diminish the rights of the relevant Party under this Agreement.

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. **AMENDMENTS**

No amendment or modification to this Agreement is valid unless in writing and signed by the duly authorized representatives of both Parties.

1. **ASSIGNMENT**

Neither Party shall be entitled to cede its rights or delegate its obligations under this Agreement in whole or in part whether voluntarily or by operation of law, without the prior written consent of the other Party.

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 hereto have caused this Agreement to be executed as of this ………………………. day of …………..…………………………………. 2025

**SIGNED** on behalf of

the said **STRATHMORE UNIVERSITY**

by the **UNIVERSITY SECRETARY** ]

]

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In the presence of: ]

]

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]

**SIGNED** on behalf of

the said…….

by the ]

]

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In the presence of: ]

] ]

]

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**SCHEDULE 1**

**PERFORMANCE LEVELS**

**SCHEDULE 2**

**THE SERVICE PROVIDER SCHEDULE AND COSTS xxxxx**