

Western University

Scholarship@Western

Empowerment and Development

Western Heads East

2015

JKUAT Memorandum of Understanding

Western Heads East

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into by and

BETWEEN

WESTERN UNIVERSITY

1151 Richmond Street, London, Ontario Canada hereinafter referred to as WESTERN

AND

JOMO KENYATTA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY

P.O. Box 6200 – 00200, City Square, Nairobi, Kenya hereinafter referred to as JKUAT

WHEREAS, it is mutually agreed between the parties thereof and their respective assigns and in succession thereto as follows:

JKUAT recognizes Western as a University approved to run stipulated specific academic programs. This Memorandum of Agreement (Agreement) along with the existing Memorandum of Understanding (MoU) between Western and JKUAT dated March 2011, will be used for the purposes of collaborative research projects and student internships related to, but not limited to, the FITI Probiotic Yoghurt Program. Collaboration will take place between programs in the following fields: Food science and nutrition, Health and Public Health, Business.

The parties agree to enter into separate written agreements to facilitate the implementation of the research projects and will collaborate on internship agreements. Such agreements will cover relevant aspects of the projects including but not limited to funding, responsibilities and contributions of each party, intellectual property ownership and protection, confidentiality, risk allocation and indemnity obligation to be undertaken by each party.

The Agreement will initially be for a period of five (5) years or until the expiry of the MoU under which it has been made, whichever is earlier. The renewal of this for further term(s) shall be renegotiated on such terms and conditions as deemed necessary by both parties. The parties hereto undertake to perform and honour their respective duties and obligations as are herein stated and as shall be amended from time to time by them in writing for the furtherance of the objects of Agreement.

WESTERN COVENANTS

With effect from the signing date of this Agreement, Western hereby covenants and undertakes to meet the following requirements:

- Facilitate research opportunities between faculty from Western and faculty at JKUAT

- Recruit appropriate student interns to meet project needs as identified by JKUAT and to forward CVs and applications to JKUAT for review
- Provide pre-departure training and orientation for Western Interns, cultural sensitivity, support while abroad, and critical global engagement skills
- Ensure a Western faculty advisor is attached to Western interns in relation to their course credit or research
- Receive visiting graduate students and faculty as funding allows, assist in locating appropriate accommodations, and provide orientation and support as needed
- Share information developed for the FITI Probiotic Yoghurt program including licensing agreement, start up budget, marketing materials, logo and nutritional facts
- Avail Western Heads East Management Committee to advise JKUAT faculty as project develops and facilitate connection of Western Heads East student leaders to the JKUAT student club

JKUAT COVENANTS

With effect from the signing date of this Agreement, JKUAT hereby covenants and undertakes to meet the following requirements:

- Facilitate research opportunities between faculty from JKUAT and faculty at Western
- Recruit appropriate Master's and PhD candidates from JKUAT to be visiting graduate students to Western as funding allows, and provide CVs and applications to Western for review
- Provide pre-departure training to JKUAT students, cultural sensitivity and support while abroad
- Match JKUAT students with Western student interns for specified projects and provide a faculty advisor for the students
- Assist in locating appropriate accommodations, and provide orientation and support as needed
- Provide space and equipment for the Probiotic Yoghurt Project, lab support to culture the Probiotic bacteria, and leadership to own and operate a successful program
- Provide training and support for students from all faculties engaged in the JKUAT student club to make the Probiotic yoghurt, conduct education and training on campus, provide training and support to future community kitchens, and conduct quality control of Probiotic yoghurt

JOINT COVENANTS

The parties hereto undertake and agree jointly and severally to:

- Facilitate annual review of the yoghurt program progress and internship program progress based on this agreement
- Observe all rules and regulations governing the use of JKUAT facilities
- Assume responsibility for the institutions respective internship expenses (outside of intern contributions)
- Jointly seek research grants and internship funding for the continued growth and development of this important collaboration

INDEMNITY

Each Party (“the Indemnitor”) indemnifies and will keep indemnified the other Party and its respective employees, agents or contractors (“the Indemnitee”) from and against all legal liabilities, actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may arise or be made or taken against the Indemnitee or be incurred or become payable by the Indemnitee in respect of any negligent act or omission on the part of the Indemnitor pursuant to this Agreement but this indemnity does not extend to any liability, actions, suits, proceedings, claims, demands, costs or expenses arising out of any negligent act or omission by the Indemnitee or any of its employees, agents or contractors. The indemnity given by any one Indemnitor pursuant to this clause will be reduced proportionately to the extent that any negligent act by the Indemnitee or its employees, agents or contractors may have contributed to any injury, death, loss or damage to property referred to in this clause.

INSURANCE

Each party shall ensure that it has adequate insurance to cover the arrangements for its employees, officers and agents under this Agreement, including but not limited to public liability, workers compensation and professional indemnity. Student interns are required to purchase adequate health and travel insurance.

INTELLECTUAL PROPERTY

This agreement does not transfer any interest in Intellectual Property. All issues relevant to the ownership of Intellectual Property will be determined in the respective written agreement covering the program that the Parties have agreed to proceed with.