

MEMORANDUM OF UNDERSTANDING

BETWEEN

KENYA METHODIST UNIVERSITY, MERU, KENYA

AND

STONY BROOK UNIVERSITY, NEW YORK, USA

DECEMBER 2010

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "the MOU") is made and entered into on this _____ day of _____ 20____ by and between the KENYA METHODIST UNIVERSITY herein represented by

1. PROF. ALFRED MUTEMA, Ph.D., M.B.S. in his capacity as the Vice Chancellor of Kenya Methodist University; and
2. PROF. LAHI LUHAHI, Ph.D. in his capacity as the Deputy Vice Chancellor, Academic Affairs of the said Kenya Methodist University,

both, being representatives of the University, being duly authorized thereto by the Council of Kenya Methodist University and the Kenya Methodist University,

which University is a body corporate duly incorporated in the Republic of Kenya under the Universities Act (Cap. 210 B of the Laws of Kenya) and of Post Office Box Number 267 - 60200, Meru in the said Republic of Kenya (hereinafter referred to as "KeMU" which expression shall where the context so admits include its successors and assignees) of the one part,

AND

THE STONY BROOK UNIVERSITY, NEW YORK, USA herein represented by

1. SAMUEL L. STANLEY, M.D. in his capacity as the President of the Stony Brook University, New York, USA; and
2. KENNETH KAUSHANSKY, M.D. in his capacity as the Senior Vice President, Health Sciences Center, both, being duly authorized thereto by the Stony Brook University, New York, USA and the Health Sciences Center, Stony Brook University Hospital respectively, which institutions are situated at Office of Dean, School of Medicine,

Health Sciences Center, Stony Brook, New York 11794-8430 in the United States of America (hereinafter referred to as "SBU" which expression shall, where the context so admits include its successors and assignees) in the said United States of America of the other part, (hereinafter collectively referred to as "the PARTIES")

to do or perform any or all of the following activities:

1. To pursue collaborative activities and joint projects in the area of collaborative education, training and research of University faculty, staff and students; and
2. To cooperate in planning, consistent with applicable laws and policies, extensive exchange of research and administrative personnel, including faculty, postdoctoral fellows, specialists and students for both short term and long term periods.

W H E R E A S:

- A. KeMU is a Christian institution started in 1997 by the Methodist Church in Kenya with the Main campus situated in Meru and other campuses in Nairobi, Mombasa, Nyeri and Nakuru. The University has over 9,000 students and comprises 2 Schools and 2 Faculties. The School of Health Sciences is composed of 6 departments: Nursing, Medical Laboratory Sciences, Clinical Medicine, Pharmacy, Health Systems Management and Human Nutrition & Dietetics. The Programs in the departments are offered in various modes: Full Time, Part Time, Open & Distance Learning and Weekend Intensive. The School collaborates with Government and Faith-based hospitals where clinical and other practical training takes place. In upholding KeMU's philosophy to foster intellectual, spiritual and physical development of the wholesome individual to recognize and utilize the available opportunities for enhancement of human development, the University is guided by the following objectives:

- I. To provide quality training through provision of scholarship, advancement of knowledge through research and development of specialized activities in the University;
- II. To produce effective graduates with the appropriate practical and specialized attitudes and values required for personal growth and advancement of responsible citizenry in the global environment;
- III. To participate in community service through provision of continuing education , conduction of research, participation in external services of community empowerment, promotion of fairness and natural justice and maintenance of good neighborliness with the community; and

W H E R E A S:

B. SBU was established in 1957, is considered a flagship campus of the State University of New York (SUNY) system and is one of the four university centers in the system. The school has grown dramatically and now has an enrollment of more than 24,000 students. The University consists of twelve schools and colleges, including the Graduate School. The University also co-manages Brookhaven National Labs under a contract from the U.S. Department of Energy. The east campus houses the Health Sciences Center (HSC) and Medical Center. The Health Sciences Center is composed of five professional schools; Dental Medicine, Health Technology and Management, Medicine, Nursing and Social Welfare and offer full time professional education to more than 3,000 students. Stony Brook's Medical Center is the only tertiary care hospital and Level 1 trauma center in Suffolk County. With 565 beds and 5,100 employees, the hospital is the largest in Suffolk County. As one of the nation's leading academic health sciences centers the HSC is committed to fulfilling its abiding missions:

- I. To provide opportunities for research based patient care, education, basic and clinical research, and community service. Using multidisciplinary foci and

partnerships that create a synergy among the schools and departments with external resources.

- II. To provide a conceptual framework for linking translational research related to health, while encouraging interdisciplinary research;
- III. To promote patient health and wellbeing by teaching the knowledge, attitudes and skills to ensure excellence in practice;
- IV. To support health and human service professionals caring for people by providing education and resources needed to meet the needs of underserved communities; promote health promotion and disease prevention; influence public policy and facilitate research relevant to human disease.

C. **RECOGNIZING** mutual interests of the Parties in the fields of research, development, education, transfer of skills and dissemination of knowledge; and

D. **NOTING** the joint interest of the Parties hereto in harnessing the potential of education, training and research of faculty, staff and students to support and help to create vibrant, sustainable African higher education institutions that play a critical role in building and sustaining African societies and economies, by producing the continent's future intellectual leaders through free and open development and sharing of common intellectual capital.

NOW THE PARTIES THEREFORE MUTUALLY agree as follows:

1. THE SCOPE OF MOU

1.1 The Parties hereto (SBU and KeMU), to the extent permitted by respective jurisdictional laws and consistent with each of the Parties' individual University's policies, shall cooperate in planning for a relationship that contemplates Information

Sharing and Sharing of various expertise in the area of training, education and research.

2. THE PURPOSE OF THE MOU

2.1 The intent of this Memorandum of Understanding (MOU) is to memorialize the future goals of both Parties to promote mutual exchange and cooperation between SBU and KeMU to create a framework that will assist both Parties (SBU and KeMU) to create a working partnership to enable them to pursue collaborative activities and projects specifically in the area of Education, Training and Research and available Resources for Health and more generally in areas where there are demonstrable intersections of interests.

2.1.1. The purpose of the above will ultimately be to develop quality, innovative, educationally sound educational programmes and educational resources for meaningful education of Universities' faculty, staff and students through the use of suitable e-learning platforms where appropriate; and

2.1.2 This Memorandum of Understanding will serve as the foundation for ongoing discussions between the Parties upon which written agreements in the future will be based.

2.2 It is the intention of the Parties hereto, at present and in the near future to engage in serious discussions with a view to reaching further supplemental hereto written agreements, which shall emanate from this MOU, setting out Parties' future mutual objectives and goals resulting or arising out of this collaborative activities and / or partnership.

2.3 It is also the intention of the Parties hereto to produce, formulate and put together such further, supplemental agreements to this MOU, that while on the one hand being contingent upon each Party's understanding of the respective jurisdictional necessary immigration, licence and insurance requirements, but on the other hand

and at the same time compliant with all federal, state laws, rules and all applicable health and hospital and other regulations and policies in their respective jurisdictions, and subject to all applicable approvals.

2.4 **THE PARTIES** hereto **DO HEREBY AGREE** to use reasonable efforts to cooperate in negotiating supplemental agreements to collaborate in the following areas, consistent with applicable laws and policies:

2.4.1 Work systematically to enhance institutional capacity in higher education to design, develop and deliver higher education programs and materials;

2.4.2. Advocate the merits of collaboratively creating and sharing intellectual capital in higher education as a mechanism to improve quality and enhance long-term cost-effectiveness;

2.4.3. Training of faculty, postdoctoral fellows, students, and specialists from KeMU and SBU in a variety of study fields;

2.4.4. Establishing joint projects in the area of training, education and research;

2.4.5 Exchange of human resources through sending Universities' Faculty, staff and students from KeMU to SBU and /or from SBU to KeMU for education, training and research;

2.4.6 To cooperate to the extent provided by law and consistent with all applicable State University of New York and Kenyan policies, procedures and processes to promote extensive exchange of research and administrative personnel, including faculty, postdoctoral fellows, specialists and students for both short term and long term periods.

2.5 This MOU sets out general roles and responsibilities and identifies the work to be performed by KeMU and SBU in seeking to achieve the above goals. The planning,

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schedules, deliverables and roles of each Party of specific tasks will be negotiated and ultimately spelled out in separate project proposals/agreements.

3. Responsibilities and Roles of the Parties

3.1 SBU and KeMU will invite specialists from each of the Universities for the purpose of negotiating/development of special training programs and acting as consultants on training and administrative issues that may be included in such agreements.

3.2 *As a Party to this MOU, KeMU will seek to develop and negotiate agreements that may include the following, all consistent with applicable laws and policies and subject to applicable approvals:*

3.2.1 Work proactively with SBU to advance the objectives of this MOU.

3.2.2 Work with SBU to provide quality, innovative, locally and globally relevant teaching and learning resources in the identified educational training and research areas of operation of the MOU.

3.2.3 Provide inputs on the development of curricula and education programs in the educational areas of collaborative engagement, on terms to be mutually agreed.

3.2.4 Provide inputs into the development of mixed media models envisaged for the above mentioned programs, on terms to be mutually agreed.

3.2.5 Maximize cost-effectiveness of the development and production of learning materials, by making use of educational materials available at KeMU. Terms of use will be defined for individual resources to take into account any specific intellectual property and copyright requirements imposed by third party funders of such materials and are consistent with applicable policies.

- 3.2.6 Involve relevant personnel of KeMU as integrated members of content development teams on terms to be mutually agreed.
- 3.2.7 Take responsibility for use of teaching, education and research materials, created through this collaboration to support delivery of educational programs jointly developed. This responsibility will include:
 - 3.2.7.1 Setting appropriate fees for offering of such programs.
 - 3.2.7.2 Deploying and managing e-learning platforms to support the delivery of education programs where required.
 - 3.2.7.3 Secure, deploy and manage the necessary human capacity to ensure effective delivery of programs to learners, in ways that maximize the likelihood of learners successfully completing programs and receiving the ensuing accreditation of their success.
 - 3.2.7.4 Liaise with accreditation bodies in order to ensure that all programs, using the results of this collaboration can lead to formal accreditation where appropriate.
- 3.2.8 Help to identify and manage relationships with appropriate additional partners for implementation of jointly developed programs.
- 3.2.9 Work with SBU to seek funding partners for activities and projects, emanating from the collaboration stimulated by this MOU.

4. Roles and Responsibilities of SBU

- 4.1 *As a Party to this MOU, SBU will cooperate in developing and negotiating agreements that may include the following, all consistent with applicable laws and policies and subject to applicable approvals.*

- 4.1.1 Work proactively with KeMU to advance the objectives of this MOU.
- 4.1.2 Work with KeMU to provide quality innovative, locally and globally relevant teaching and learning resources in the identified educational, training and research areas of operation of this MOU.
- 4.1.3 Provide support to KeMU in developing relevant educational, training and research policies and building capacity of its personnel, faculty, Staff and students as integrated members of content development teams on such terms as shall be mutually agreed by the Parties hereto.
- 4.1.4 Help to identify and manage relationships with appropriate additional partners for implementation of jointly developed programs.
- 4.1.5 Work with KeMU to seek funding partners for activities and projects flowing from the collaboration stimulated by this MOU:
 - 4.1.5.1 Search global repositories and other appropriate sources for potentially relevant materials once the curriculum focus for a project is defined;
 - 4.1.5.2 Manage educational, training and research materials development / adaptation processes where requested in order to ensure high quality of the resulting materials;
 - 4.1.5.3 Supply instructional design expertise to support the above processes as appropriate;
 - 4.1.5.4 Provide management support to materials development processes where this is required;

- 4.1.5.5 Use the SBU platform to make e-learning produced by KeMU partners accessible to the global e-learning as well as SBU's and KeMU's faculty, staff and students' community.

5. Financial Agreements

- 5.1 The Parties will each use their own funds or financing sources to perform their respective responsibilities under this MOU. This MOU does not represent any commitment with regard to funding on the part of either of the Parties hereto. Financial terms of each Party on indentified activities or projects shall be addressed in the specific agreements that will be executed to undertake such projects.

6. Intellectual Property

- 6.1 The Parties agree that they will cooperate in negotiating agreements that will set the terms for ownership of intellectual property consistent with applicable law and policies.

7. Good Faith

- 7.1 The Parties undertake to act in good faith at all times in pursuance of their respective roles and responsibilities in terms of this MOU as well as to give effect to the spirit and intent of the MOU.

8. Settlement of Disputes

- 8.1 The Parties will use their best efforts to mediate any disputes arising under this MOU and will negotiate a dispute resolution mechanism for supplemental agreements.

9. Further Agreements

- 9.1 The specific details of any matter will be set forth in further agreements, supplemental to this Memorandum of Understanding. The supplemental agreements shall be constituted by:
- 9.1.1 Attachments and amendments hereto, and / or
- 9.1.2 Proposals and addendum hereto
- 9.2 The Vice Chancellor of the Kenya Methodist University and the President of SBU do hereby exclusively reserve the right to accept or reject any supplemental documents.
- 9.3 This Memorandum of Understanding will be subject to review through consensual or mutual agreement of the appointed by each party individually or jointly of a "*Joint Steering Committee*" or a "*Joint Review Committee*", whose memberships shall be established by mutual agreement of the Parties hereto at a later date.
- 9.4 The mutually appointed by the Parties hereto "*Joint Steering Committee*" or a "*Joint Review Committee*" shall meet AT THE LEAST ONCE A YEAR to oversee the implementation and progress of the MOU.
- 9.5 The Vice Chancellor of the Kenya Methodist University and the President of SBU or his designee will be responsible for the administration and implementation of this MOU on behalf of SBU and KeMU.
- 9.6 The Office of International Affairs of SBU and its counterpart at KeMU will handle all administrative issues as they arise and are referred to by the Vice Chancellor of KeMU and the President of SBU.

10. Non Assignment

- 10.1 This MOU shall be binding upon, and operate to the benefit of KeMU and SBU and each of their respective successors and permitted assignees.
- 10.2 Neither SBU nor KeMU shall have the right to assign the benefits and obligations of this MOU or any part thereof, without the other Party's prior consent in writing. Each of the Parties hereto may only sub-contract, delegate or encumber its interest in or duties under this MOU when such assignment has been approved by the affected by the said assignment Party in writing and only if such action does not in any way alter any duties or rights of the Parties under this MOU. Any such possible assignment even when approved in writing by affected by the Assignment Party shall not relieve either of the Parties from performing its obligations as set forth in this MOU. It shall be lawful for each Party hereto at any time to incorporate into their corporate body another body corporate or legal person and that it or they or their successor(s) or assignee(s) shall be henceforth deemed to be included in the expression "*Kenya Methodist University*" or "*KeMU*" and "*Stony Brook University*" or "*SBU*"

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11. Miscellaneous

- 11.1 The invalidity of any provisions of this Memorandum of Understanding shall not affect the validity of the remainder hereof.
- 11.2 This Memorandum of Understanding represents the entirety of the agreement of both Parties with respect to the subject matter hereof and may not be amended except by written instrument signed by the affected Party.

12. Review, Amendment and Variation of MOU

- 12.1 This MOU will be reviewed annually by a “*Joint Steering Committee*” or a “*Joint Review Committee*”, which shall be comprised of three persons from either of the Institutions, who will elect a chairman from among themselves for such purpose.
- 12.2 Only the President of the SBU and the Vice Chancellor of KeMU may make changes to this Agreement and future addendum provided that both parties mutually agree upon such changes in writing.

13. Term, Extension and Termination

- 13.1 As to each Party, the term of this MOU will commence on the date that this MOU is signed by KeMU and the SBU, and will continue in full force and effect for a period of **TWO (2) YEARS**, unless sooner terminated by the Parties hereto or modified by mutual written agreement of both institutions.
- 13.2 On the expiration, the partnership and / or collaboration will be reviewed by both Parties. Pending the outcome of the review, it will be possible to extend the MOU for a further period of **TWELVE (12) MONTHS** through written agreement by both Parties.
- 13.3 Either Party may terminate this Memorandum of Understanding at any time without penalty or further obligation upon the giving of a prior **THREE (3) MONTHS WRITTEN NOTICE** to the other Party.
- 13.4 Termination of this MOU will not relieve either Party of any obligations created by the terms of other contracts signed between the two Parties as a result of collaboration stimulated by this MOU.

13.5 Notwithstanding the event of termination of this MoU, both Parties will remain bound by the requirements provided under this MOU.

14. Rights and Obligations of the Parties Following Expiry or Termination of the MOU

14.1 Upon expiration or termination of this MOU all rights and obligations of the Parties hereto shall automatically terminate except for such rights of action as have accrued prior to such termination or any obligations which expressly or by implication are intended to come into or continue in force on or after such termination including the obligations under the clauses relating to confidentiality.

15. General Provisions

15.1 Principal Place of Business

15.1.1 The principal place of performance of this MOU shall be KeMU, Meru, Kenya.

16. Notices

16.1 Any notice, consent, approval or other communication under this MOU, made, produced or drawn by either of the Parties hereto shall be in writing and shall be delivered and addressed to the Parties herein at the addresses set forth herein below, and shall be deemed given and take effect from receipt at the address stipulated in this MOU, when so delivered personally by hand, received by electronic mail or facsimile message transmission, against a written confirmation of receipt or by registered letter or by telex subsequently confirmed by letter, received by reputable courier or if mailed, five (5) days after the date of mailing. The representatives of the Parties respectively for personal receipt of notices under this MOU shall be the following:

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16.2 Kenya Methodist University's Address:

The Office of Dean, Research and Development

P.O. Box 267-60200

Meru,

KENYA

Telephone: +254-064-31229, 31206, 31146, +254-020-2118423-7, +254-724 256 162 or +254-734 310655

Facsimile: +254-064-30162 or 30425

E-Mail: dean.rd@kemu.ac.ke or info@kemu.ac.ke

16.3 Stony Brook University's Address:

The Office of International Affairs,

E5340 Melville Library

Stony Brook, New York 11794-3397

UNITED STATES OF AMERICA

Telephone: 631.632.7030 _____

Facsimile: _____

E – mail: _____

17. Confidential Information

17.1 The Parties hereto have imparted and may from time to time impart to each other certain confidential information. Each Party agrees that if confidential information is exchanged it shall use such confidential information solely for the purposes of this MOU pursuant to a negotiated non-disclosure agreement.

17.2 Where disclosure of confidential information to a third Party by either Party is essential, such Party with the agreement of the other Party, will prior to any such disclosure, obtain from such third Party a duly binding non-disclosure agreement to maintain in confidence the information to be disclosed to the same extent at least as the Parties are so bound under the terms of this MOU.

17.3 During the life of this MOU and for the period of at least Two (2) years, following its termination or expiration, each Party shall maintain the confidentiality of any and all confidential or proprietary information or data of the other Party to this agreement if it is the subject to a separate non-disclosure agreement.

17.4 Each Party shall require all its officers and employees to whom the said information is disclosed to respect the non-disclosure obligations as provided in a separate non-disclosure agreement.

18. Force Majeure

18.1 Both Parties to this MOU shall be released from their respective obligations in the event of a national emergency, war, prohibitive governmental regulation or if any other cause beyond the control of the Parties to this MOU renders the performance of this MOU impossible.

19. Operation of the MOU

19.1 The Parties to this MOU recognize that it is impractical in this instrument to provide for every contingency which may arise during the life of the MOU, and the Parties do hereby agree that it is their intention that this MOU shall operate fairly as between them, and without detriment to the interests of either of them, and that, if during the Term of this MOU either Party believes that this MOU is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

20. Severability

20.1 In the event that any term or provision, or part thereof, of this MOU is held to be illegal, invalid or unenforceable under law, regulations or ordinances to which this MOU is subject, such term or provision, or part thereof, shall be deemed severed from this MOU and the remaining term(s) and provision(s) shall remain unaffected thereby.

21. Costs

21.1 Each of the Parties shall pay any costs and expenses incurred by it in connection with this MOU.

IN WITNESS WHEREOF, the Parties here have executed this agreement on the day and year first written above

SAMUEL L. STANLEY, M.D.

The President, SBU
Stony Brook University

Signed by _____

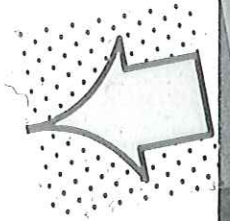
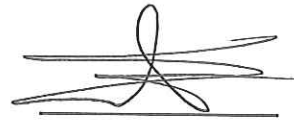
Date: _____

PROF. ALFRED MUTEMA, PH.D., M.B.S.

The Vice Chancellor, KeMU
Kenya Methodist University

Signed by _____

Date: 7th January 2011



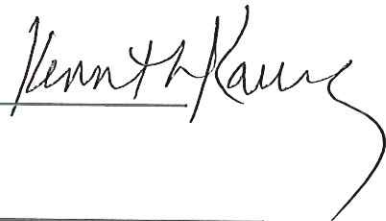
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In Presence of:

Kenneth Kaushansky, M.D.
The Senior Vice President,
Health Science Centre,
SBU, University Hospital

Signed by _____

Date: _____



In Presence of:

^{For}
Prof. Lahi Luhahi, Ph.D.
Deputy Vice Chancellor,
Academic Affairs
Kenya Methodist University

Signed by _____

Date: 7th January 2011

