

# MEMORANDUM OF UNDERSTANDING

## **BETWEEN**

# KENYATTA UNIVERSITY, NAIROBI, KENYA

AND

NATIONAL UNIVERSITY OF OSTROH ACADEMY

## 1. PREAMBLE

This MEMORANDUM OF UNDERSTANDING is made on this Friday,  $13^{th}$  of June 2025

Between:

A. Kenyatta University of Post Office Box Number 43844 - 00100 Nairobi, Kenya (hereinafter referred to as "KU" and where the context so admits includes its successors and assigns) of the one part;

And

B. National University of Ostroh Academy, 35800 Seminarska St.2, Ostroh, Rivne region, Ukraine, (hereinafter referred to as "NUOA" and where the context so admits includes its successors and assigns) of the other part.

#### NOW IT IS HEREBY AGREED as follows:

## 2 SCOPE OF COOPERATION

The scope of cooperation encompasses the overall mandate of the partners, subject to mutual consent. The partnership activities should be desirable and feasible to the partners

#### 3 GENERAL AREAS OF COOPERATION

Partnership activities shall be carried out, subject to approval of the Rector of the National University of Ostroh Academy and the Vice-Chancellor of Kenyatta University, through the following types of partnerships:

#### 3.1 Academic Partnerships

These will provide a platform for teaching, superv1s1on, staff and student exchange, scholarships, international seminars and conferences, exchange of materials, joint degrees, support and/or facilities for students and staff as a formal element of a degree or program.

### 3.2 Research And Innovation Partnerships

These will involve grant proposal writing, research, innovation, and commercialization of research output, support the development of knowledge.

## 3.3 Community Outreach Partnerships

These may involve community-based participatory research, community service, community-wide health improvement and community/economic development, access to technology, environmental justice, legal aid clinics, business literacy education, among others.

## 3.4 Utility Partnerships:

They will provide access to utility capabilities, including unique technology, specialized equipment, facilities, and training or knowledge. These can be used to support a range of activities including education, research and development, product development, and entrepreneurial initiatives.

#### 4 IMPLEMENTATION

Specific details on the implementation of each area of collaboration shall be detailed in a **Memorandum of Agreement (MoA)** done in writing. This will include the specific activities to be conducted; responsibilities of the partners; participation, time and resources required; implementation procedures; and other details as necessary. The parties agree that they will be free to participate in such projects acting either individually, or collectively.

#### 5 SETTLEMENT OF DISPUTES

The parties hereby undertake to use their best efforts to mutually resolve any dispute[s] that may arise as between them from the interpretation, and enforcement of this understanding.

#### 6 GOVERNING LAW

This Agreement shall be governed by and construed in all aspects m accordance with International Law, Common Law and Equity.

## 7 FORCE MAJEURE

No failure or delay by the Parties hereto in the performance of any obligation herein contained shall be deemed a breach of this agreement, nor shall the same create any liability as a result of any force or cause beyond the control of the Parties including, but not limited to, acts or omissions of any government, compliance with laws, regulations, orders or requests of any governments, fire, storm, flood or earthquake, war, rebellion, revolution, riot, strikes or lockouts. Should an event of *force majeure* occur which prevents the performance of any obligation of either Party, the performance of any such obligation, directly, indirectly or consequentially affected by the event of *force majeure*, will be postponed for such time as the performance necessitates. The Parties hereto shall make all reasonable efforts to minimize, reduce, and mitigate the effect of any delay occasioned by an event of *force majeure*.

## 8 RENEWAL, TERMINATION AND AMENDMENT

- 8.1 This agreement shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that either party giving notice to the other party in any year may terminate it. The agreement may be extended by mutual consent of the two parties.
- 8.2 This agreement may be amended by the exchange of letters between the two institutions. Such amendments, once approved by both institutions, will become part of this Memorandum of Understanding.

## IN WITNESS WHEREOF, the parties hereto have offered signatures:

FOR: NATIONAL UNIVERSITY OF	FOR: KENYATTA UNIVERSITY
OSTROH ACADEMY	NAIROBI, KENYA
	v :
PROF. EDUARD BALASHOV	PROF. PAULK. WAINAINA
RECTOR	VICE-CHANCELLOR
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SIGNATURE: - THE ANALYSE OF	SIGNATURE:
SIGNATURE.	SIGNATURE.
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DATE: 11. 06.2 22 6	DATE: 96 00
BAIL.	
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MS. OKSANA MARARENKO TROHA	PROF. WACEKE WANJOHI, Ph.D.,
	FRSB, FKNAS.
	DE
HEAD OF THE INTERNATIONAL	DEPUTY VICE-CHANCELLOR
RELATIONS DEPARTMEN T	(ACADEMIC)
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SIGNATURE:	SIGNATURE: MAN
SIGNATURE.	SIGNATURE: ## SIGNATURE: 26/06/2025
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DATE: 11.06, 2025	DATE: 26/06/2023
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