

COLLABORATION AGREEMENT

Between

Karlsruhe University of Applied Sciences (HKA)

On the one side

And

The University of Nairobi, Kenya on the other side

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between ----- and University of Nairobi

WITNESSETH THAT:

WHEREAS, Karlsruhe University of Applied Sciences and University of Nairobi desire to promote the enrichment of their teaching and learning and research and discovery missions; and

WHEREAS, Karlsruhe University of Applied Sciences and University of Nairobi desire to strengthen and expand the mutual contacts between the two universities; and

WHEREAS, Karlsruhe University of Applied Sciences and University of Nairobi desire to provide for a variety of collaborative opportunities for faculty and students at the two universities on the terms and conditions hereinafter set forth;

AND in recognition of interests in the field of university education and research and as a contribution to increased international cooperation for the derivation of mutual benefits from scholarly interaction, cultural interchange, cooperative research, Academic Mentoring and other forms of collaborations that could be beneficiary to both parties.

The collaborating institutions hereinafter collectively referred to as "Parties" or individually referred to as "Party",

The Parties now wish to enter into this collaboration to regulate the relations between them and define the scope of the collaboration. **NOW THEREFORE**, it is mutually agreed and collaborate as follows:

1. Preamble

Parties agree on the importance and the usefulness of establishing cultural, scientific and educational links, in order to assert and to consolidate the academic ties between the Parties and their countries.

This Collaboration Agreement ('CA') therefore, contributes to the joint pursuit of education and research.

2. Areas of collaboration and cooperation

Parties, wishing to promote cooperation in education and in research, agree to explore:

- a) Co-operation on academic and industry programmes;
- b) The development of joint research activities;
- c) Facilitate university staff exchanges or mutual visits to the institutions;
- d) Student exchange and/or visiting programmes;
- e) The exchange of information, including the results of teaching and research collaboration;
- f) Any other activities educational or research programs viewed to be mutually beneficial.

The terms of cooperation for each specific activity implemented under this CA shall be mutually discussed and agreed upon in writing by the Parties prior to the initiation of that activity and will be the subject of an addendum to this CA.

3. Ethical, Consent and Research Integrity Requirements

- (i) Each Party shall ensure that research conducted by it as part of the Collaboration shall have respective ethical approvals. Each Party shall ensure that its part of the Collaboration will not commence until the required ethical approvals are in place.
- (ii) The Parties shall comply with all relevant local regulatory requirements, legal and international laws, regulations and codes of practice applicable to this Collaboration Agreement including to the performance of the Collaboration.
- (iii) Where human participants are recruited to the research under the Collaboration, the relevant Party responsible for recruitment of those human participants shall ensure that appropriate consent is obtained from the participants before research may commence. Consent shall be taken in compliance with the ethical approvals and other applicable regulatory requirements.

4. Transfer Of Data, Materials, Information And Data Protection

- a) In the event that any data, information or materials being shared by a transferring Party ("Transferor") to a receiving Party ("Transferee") under this Agreement, including, without limitation, data protection, human tissue or export control legislation, the Parties agree to handle such information or materials in an appropriate and compliant manner.
- b) The Parties are responsible for complying with all their relevant local applicable laws, regulations, orders and codes of practice from time to time in force relating to the protection of Personal Data. For the purpose of this Agreement, in respect of Personal Data, each Party shall act as a Controller in respect of Processing of Personal Data on its own behalf.
- c) The Parties shall ensure that any Personal Data collected shall be treated as confidential at all times including during collection, handling and use, and that the Personal Data (including in any electronic format) shall be stored securely at all times and with all technical and organisational security measures that would be necessary for compliance with all applicable local data protection legislation. The Parties shall take appropriate measures to ensure the security of all Personal Data and guard against unauthorised access thereto or disclosure thereof or loss or destruction while in its custody.
- d) In addition, the Parties agree to treat any data obtained in connection with the Project from which a living individual is identifiable as Personal Data, in order to ensure that the data subjects to whom such information relates are afforded the data protection and privacy rights to which they are entitled.
- e) The Parties shall not transfer identifiable Personal Data. Each Party shall ensure all precautions are taken to guarantee the anonymity of the human participants taking part in the Project and that participants are not identifiable.

5. Duration and renewal of CA

This CA becomes effective from the day the representatives of the Parties affix their signatures below, and will continue for an initial period of three years, whereupon it shall be reviewed and may be extended by a mutual written agreement of the Parties. This CA may be amended by written consent of the Parties and may be terminated by either Party upon giving six months written notice.

6. Use of names and logos

Any use of the names 'Karlsruhe University of Applied Sciences' or 'The University of Nairobi' including any of its constituent schools, departments,

programmes or logos, relating in any way to the activities described in this CA, shall be subject to prior written approval.

7. Assignment

This CA shall be personal to the Parties hereto and no Party shall have the right to assign or transfer any right or obligation hereunder in whole or in part to any third party without prior written consent of other Parties.

8. Dispute resolution

- a) If a problem or dispute arises between the Parties, they will first seek to resolve that problem or dispute between themselves to the best of their endeavours, and will use all efforts required to settle the problem or dispute by direct negotiation.
- b) If the problem or dispute cannot be resolved in this manner, the Parties may elect a third party by mutual consent, who shall examine the problem or dispute and provide recommendations.
- c) The Parties shall share equally all expenses incurred in appointing the third party.

9. Special Provisions

- a) Parties will seek to undertake initiatives mainly, corporate positioning, resource mobilization and program sustainability towards fulfilment of activates within this agreement.
- b) Each Party will consult with, and take approval of the other Party to use the latter's name, the names of the latter's officials / faculty members, and logo for the activities under this Collaboration, and dissemination of results, on a case by case basis.
- c) Detailed modalities of individual forms of collaboration, activities associated with them and financial aspects of each shall be mutually agreed upon on a case by case basis, and specified, with all necessary details, in separate Agreements.
- d) This Collaboration will not be legally & financially binding to any of the Parties. The two Parties will consult with each other and attempt to resolve disputes if any, that arise in the administration of this Collaboration or any subsequent associated Agreement informally.
- e) Parties herein shall apply and comply with existing laws in Kenya, and in particular the Data Protection Act and regulatory framework.
- f) Parties shall first use reasonable endeavours in good faith to amicably settle disputes arising out of or in connection with this Agreement. Where a dispute has not been amicably resolved within fourteen (14) days of it arising, the Parties shall enter into structured negotiation with the assistance of a mediator acceptable to both sides

- g) Force majeure principle and incidental occurrences thereof shall apply to this agreement as the incident may warrant.
- h) All specific projects to which this collaboration may lead shall provide a method by which they may be evaluated on a regular basis by the designated authorities of the Parties. Parties shall periodically assess the success and progress of projects launched pursuant to this collaboration and recommending improvements to this collaboration and/or implementing procedures.
- i) Parties shall prepare periodic status reports on each of the projects undertaken through project agreements under this collaboration agreement
- j) Parties may renew this agreement under the same terms and conditions for the same length of time as the expiring agreement.

10. Coordinators

Parties will designate persons who will have responsibility for coordination and implementation of this agreement.

11. Period of Agreement

- a) This Agreement shall be effective upon the date of final execution and will remain in force for a period of three years.
- b) Either university may terminate the agreement by providing notice to the other party in writing.

12. Activities under the Agreement

- a) It is expected that activities taking place under this Agreement will be initiated primarily by academic units within each university, and in coordination with their respective administrative units concerned with international activities.
- b) All activities undertaken must conform to the policies and procedures in place at each institution. For _____, faculty and student exchanges will follow university guidelines for faculty and student exchange.

13. Planning and Management of Activities

- a) Each distinct collaboration program or activity will be described in a separate Activity Agreement drawn up jointly and signed by authorized signatories of each party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of

the program and set forth all terms and conditions associated with the activity.

- b) The parties understand that each Activity Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property and other deliverables that either Party may be required to contribute.
- c) Therefore, University of Nairobi reserves the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for University of Nairobi.

14. Funding of Activities

Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions.

15. Intellectual Property Rights

The intellectual property rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case to case basis and will be consistent with officially laid down IPR policies of the two parties.

Use of Intellectual Property:

- a) The parties agree that any intellectual property, which is jointly developed through activities covered under this agreement, can be used by either party for learning purposes without obtaining consent from the other and without any need to account to the other.
- b) All other intellectual property used in the implementation of the agreement will remain the property of the party that provided it.
- c) This property can be used by either party for purposes covered by the agreement but consent will be obtained from the owner of the property before using it for purposes not covered by the agreement.
- d) Except for rights expressly granted under this agreement,
- e) Nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party,
- f) Each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.
- g) Pre-existing Intellectual Property. Except for rights expressly granted under this agreement, each party will retain exclusive interest in and

ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

- h) Independently Developed Intellectual Property. Any Intellectual Property developed solely by a party under this agreement without the participation of the other party is and will remain the sole and exclusive property of the developing party.
- i) Jointly Developed Intellectual Property. In the event that the parties jointly develop Intellectual Property, the parties will engage in good faith negotiations to establish their respective rights.
- j) In the event the parties cannot reach an agreement with regard to such jointly developed property, each party will have equal ownership and rights in such intellectual property, without further obligation and without a duty to account to the other party.

16. Confidentiality

- a. Each party undertakes to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this agreement or any other agreements made herein.
- b. "Confidential Information" means any documents, information, techniques, know how, specifications, drawings, tapes, discs and other media which either:
 - i. Is marked "confidential", "sensitive", or "proprietary" by the disclosing party (the "Disclosing Party"), or
 - ii. Is written, prepared or generated as part of the Foreground IP of the Project
 - iii. Would otherwise be considered to be confidential by a reasonable person.
- c. Each Party (the Receiving Party) shall treat any Confidential Information as confidential to itself and restrict access thereto to those of its employees, registered students or agents who need to know it for the purpose of performing the collaboration and who shall have been made aware that such Information is to be treated as confidential.
- d. In order to preserve confidentiality whilst discussing the collaboration with parties who are not signatories to this Agreement, no Party shall disclose Confidential Information disclosed to it by another Party to any third party without the prior written consent of the Disclosing Party and the third party signing a confidentiality undertaking.
- e. The parties agree that the provision of this Article shall continue to be binding between the Parties notwithstanding the termination of the agreement. The parties agree to be bound by all laws governing confidentiality and/or privacy of information.

17. Non-Discrimination

Parties herein subscribe to the policy of equal opportunity and will not discriminate on the basis of gender, age, disability, race, color, religion, marital status, national or ethnic origin, or sexual orientation.

18. Limitation of Liability

Liability and indemnity under this agreement are limited. None of the Parties makes any representation or gives any warranty to any of the other Party's that any advice or information given by it or any of its employees will constitute or result in any infringement of third party rights.

19. Anti-Corruption and Anti-Bribery

- a) No payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised or accepted – directly or indirectly – as an inducement or reward in relation to activities funded under this agreement.
- b) Any such practice will be grounds for the immediate cancellation of the agreement and for such additional action, civil and /or criminal as may be appropriate.
- c) Each Party shall comply with all laws, statutes and regulations which apply to it or its activities and which relate to anti-bribery or anti-corruption (or both).

Modification

The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto.

20. Prevailing Language

Should this document be executed in two languages, the English version of this collaboration agreement represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.

21. Non-Binding

- a) This Agreement is non-binding and solely for the purpose of establishing a basis upon which Karlsruhe University of Applied Sciences and University of Nairobi will continue discussions. Either Karlsruhe University of Applied Sciences or University of Nairobi may at its sole discretion terminate discussions for any reason by giving written notice of termination to the other.

- b) In the case of a dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder

22. Implementation and Reporting

- (i) The agreement shall be implemented in accordance with the quality standards and criteria normally required of the subject matter of the agreement and practice in the industry.
- (ii) Parties shall provide and share periodic implementation reports after the entry into force of this agreement and alert the other party in the event that any risk or major problems are encountered in the agreement.
- (iii) Parties may, at any time, request further information pertaining to the implementation and report of this agreement, including the use of funds under the agreement.

23. Audit and Investigations

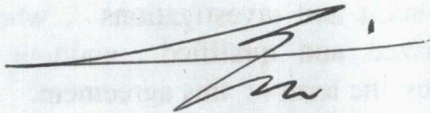
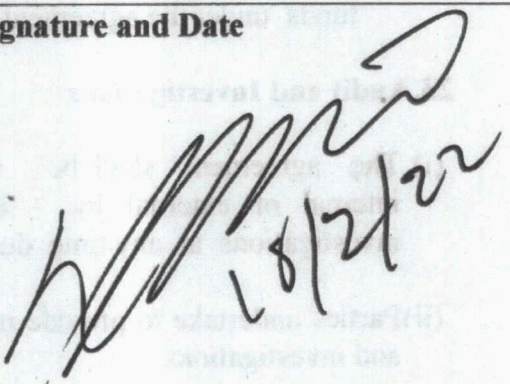
- (i) The agreement shall be subject to audit and investigations, whether internal or external by duly authorized and qualified auditors and investigations at any time during and after the term of this agreement.
- (ii) Parties undertake to provide in full and timely cooperation with any such audit and investigations.
- (iii) Such cooperation shall include, but not limited to obligation to make available relevant documents in connection to the subject matter and the agreement.

24. Entire Agreement

- (i) All terms and conditions of this agreement shall be interpreted as complementary to each other.
- (ii) No promises, undertakings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the parties except as expressly set forth herein.

25. Signed In Duplicate

- a) This agreement is executed in duplicate with each copy being an official version and having equal legal validity.
- b) By signing below, the *parties*, acting by their duly authorized officers, have caused this agreement to be executed, effective as of the day and year first above written
- c) This CA has been drawn up in English in three copies, with one version being issued to each Party.

KARLSRUHE UNIVERSITY OF APPLIED SCIENCES	UNIVERSITY OF NAIROBI
Prof. Dr.-Ing. Frank Artinger President	Prof. Stephen Kiama Gitahi Vice Chancellor
Signature and Date  22/03/01	Signature and Date  18/2/22