



## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

**MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY  
(MMUST), KENYA**

### **AND**

**UNIVERSITAT OF VALÈNCIA, SPAIN**

On the one hand, María Vicenta Mestre Escrivá, honourable Rector of the University of Valencia, Estudi General, with registered office in Valencia, 13, Avda. Blasco Ibáñez (CP 46010) and with CIF: G-4618001-D, acting on behalf of and representing it, legitimized for this act by virtue of article 94 of the Statutes of the University of Valencia, approved by Decree 128/2004, of July 30, of the Consell (DOGV 2004/8213), modified by Decree 45/2013, of March 28, of the Consell (DOGV 2013/6994) and empowered as of its appointment by Decree 41/2018, of April 6, of the Consell (DOGV 2018/8270).

On the other, Prof Solomon Igosangwa Shibairo, the Vice-Chancellor of Masinde Muliro University of Science and Technology, P.O Box 190-50100 KAKAMEGA, Kenya, with registered office in KAKAMEGA, Kitale-Webuye Road, acting on behalf of and representing it, legitimized for this act by virtue of the Universities (Amendments Act 2016 of the Laws of Kenya) and Masinde Muliro University of Science and Technology Charter 2013.

### **PREAMBLE**

Recognizing their mutual interest in the fields of education, research, training and development and dissemination of knowledge and also;

Recognizing the importance of institutions of higher education's role in promoting international collaboration and increased contribution to social development;

The above parties hereby agree to establish collaboration according to terms and conditions set out in the articles following hereunder.



## **CLAUSES**

### **FIRST**

This agreement establishes a general partnership between the institutions to facilitate collaborations in one or more of the following activities: Teaching, Research, Community outreach, Staff and Student Exchange.

### **SECOND**

It is contemplated that any specific collaboration, including student exchanges, shall be subject to its own agreement not inconsistent with this general framework. The specific agreements should state, where appropriate, the institutional commitments and the terms and conditions of the exchange or collaboration. Each specific agreement shall be approved by each institution in accordance with its regular approval process.

### **THIRD**

This general agreement does not limit the disciplines or programmes that can take advantage of its terms, and may involve any discipline to the extent that individuals at one institution are able to collaborate with persons with similar interests at the partner institution.

### **FOURTH**

Specific Projects and Proper Approvals: Prior to implementing individual visits of faculty members, approval from each institution should be obtained in accordance with the normal processes of each institution. Any office space and academic facilities provided to visiting faculty members shall be made by the respective Department Chairs or Heads in the receiving institutions in consultation with the visiting faculty members.

Terms governing the transfer of information, faculty, or student for education, research, community outreach or related activities shall be detailed separate specific collaboration documents.

## **FIFTH**

Each institution will appoint a representative in order to define and organise the cooperation programmes between both institutions.

1. Dr George A. Sowayi, Chair of the Department of Optometry and Vision Sciences is appointed as representative by Masinde Muliro University of Science and Technology and Prof. Alejandro Cerviño Expósito, from the Department of Optics and Optometry and Vision Sciences as a representative by the Universitat de València
2. The representatives will be in charge of drawing up the annual work calendar and deal with unsettled questions. They shall meet alternatively at both institutions unless otherwise stated.

## **SIXTH**

### **Intellectual Property**

In the event that any intellectual property is developed from the collaborative research project contemplated hereunder, the parties agree to cooperate in good faith towards the protection and commercialisation of any such intellectual property. The parties also agree to negotiate in good faith an appropriate agreement for the equitable sharing of any proceeds resulting from the commercialisation of the intellectual property based on the respective contributions to the development of the intellectual property by each party.

## **SEVENTH**

### **Evaluation and Compliance**

All specific projects to which this Memorandum of Understanding may lead shall provide methods by which they may be evaluated on a regular basis by the designated authorities of both institutions.



It is recognized and understood that this Memorandum of Understanding is subject to all applicable MMUST and Universitat de València control laws and regulations governing the transfer of technical information or items out of either country. All parties must comply with all applicable export control laws and regulations of respective national jurisdictions and no party may export or allow the re-export of any information or items when to do so would constitute a violation of those laws or regulations.

## **EIGHTH**

### **Resolving Disputes**

If there are any disagreements about the terms of this agreement or the operations of programmes authorized by this agreement, both partners agree to refrain from unilateral action, to consult with each other, and to negotiate in good faith a mutually agreeable resolution; and in case of a stalemate to obtain the help of a mutually agreed arbitrator, in line with each partner's relevant laws (For Kenya, The Arbitration Act 1995\_The Laws of Kenya).

## **NINETH**

### **Non-Discrimination**

Both institutions subscribe to the policy of equal opportunity and will not discriminate on the basis of gender, age, disability, race, colour, region, marital status, national or ethnic origin, or sexual orientation.

## **TENTH**

### **DURATION, EXTENSION AND TERMINATION**

This Memorandum of Understanding will become effective immediately upon the date of the last required signature. The duration of this agreement is four (4) years and will be extended for another four years. Unless denounced by three (3) month prior written notice and without affecting the completion of any activity underway at the time.

## **ELEVENTH**

A Joint Committee for Supervision and Control is created, formed by those responsible for it mentioned in Clause Five. This committee shall be in charge of the resolution of problems that may arise regarding its interpretation and enforcement.

## **DATA PROTECTION CLAUSE**

Both parties are obliged to comply with Regulation (EU), 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and free movement of this data; as well as to the Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, as well as the Kenya Data Protection Act (No. 24\_2019). For these purposes, the signatory entities of the Agreement will be considered responsible for the respective data processing activities collected from the participants in the activities formed in the cooperation programs that are the subject of this agreement.

The information related to the parties will be treated for the sole purpose of executing this agreement. Likewise, the parties guarantee to fulfil the duty of information regarding the participants in the interuniversity cooperation programs in the fields of teaching and research in the three cycles of higher education, enabling the exercise of the rights of: access, rectification, cancellation/deletion, opposition, limitation and portability, before the corresponding party through written communication to the registered office at the top of this document, or by email ([lopd@uv.es](mailto:lopd@uv.es) and [vc@mmust.ac.ke](mailto:vc@mmust.ac.ke) ) providing a photocopy of your ID or equivalent document and identifying the right that is requested.

Likewise, the University of Valencia has enabled the address [lopd@uv.es](mailto:lopd@uv.es) for any information, suggestion, request for the exercise of rights and friendly resolution of disputes regarding the protection of personal data, without prejudice to the right to file a claim before The competent control authority.



## **CORRESPONDENCE**

1. Any notice, request or consent required or permission to be given or made pursuant to this MoU shall be in writing
2. Any notice, request or consent shall be deemed to have been given or made to the authorised representative at the Head Office of the party to whom communication is addressed when sent by registered mail, e-mail or by fax to such party at the following addresses:

(a) For THE UNIVERSITAT DE VALÈNCIA: Head of Service of International Relations of Universitat de València

Cerveró Palace, Cisneros Square, 4 46003 Valencia. Spain

E-mail: [convenis@uv.es](mailto:convenis@uv.es) Website: [www.uv.es](http://www.uv.es)

(b) For MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY: The Vice Chancellor, Masinde Muliro University of Science and Technology

P.O. Box 190-50100, KAKAMEGA-Kenya

E-mail: [vc@mmust.ac.ke](mailto:vc@mmust.ac.ke) Website: [www.mmust.ac.ke](http://www.mmust.ac.ke)

## **TRANSPARENCY CLAUSE**

Complying with Law 2/2015, of 2 April, of the Generalitat (Valencian Government) regarding Transparency, Good Governance and Citizen Participation in the Comunitat Valenciana (hereinafter LTCV), the Universitat de València shall proceed to publish the following information on its transparency portal: the present agreement and its full text, the subsidy and/or funding linked to this agreement, if any, indicating the amount, objective or purpose and the beneficiaries (individuals or entities).



**MASINDE MULIRO UNIVERSITY  
OF SCIENCE AND TECHNOLOGY**

University Of Choice



**VNIVERSITAT  
DE VALÈNCIA**

The agreement has been signed in Valencia and in Kakamega, two copies for each language, all of them being identical and equally valid.

**MASINDE MULIRO UNIVERSITY  
OF SCIENCE AND TECHNOLOGY  
(MMUST),**

**UNIVERSITAT DE VALENCIA,**

.....  
**VICE-CHANCELLOR**  
Prof Solomon I. Shbairo

SHIBAIRO

**Date:** .....

.....  
**RECTOR**  
Dra. María Vicenta Mestre Escribá



**Date:** .....

23 MAY 2022

Witness  
Prof Charles Mutai  
Deputy Vice-Chancellor, Planning, Research and Innovation

**Date:** .....

4<sup>th</sup>/7/2022