



THE UNIVERSITY OF  
SISTAN & BALUCHESTAN  
(ESTABLISHED 1974)

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**KENYATTA UNIVERSITY,  
NAIROBI, KENYA**

**AND**

**UNIVERSITY OF SISTAN AND BALUCHESTAN  
ZAHEDAN, IRAN**

**1. PREAMBLE**

This MEMORANDUM OF UNDERSTANDING is made on this..... day of .....  
2015

**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. University of Sistan and Baluchestan of Daneshgah Blvd., P.O. Box 98135-987**  
**Zahedan, Iran** (hereinafter referred to as “USB” and where the context so admits includes  
its successors and assigns) as a University under the Ministry of Science, Research and  
Technology, Islamic republic of Iran, 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 Chancellor, of USB and the Vice-Chancellor of KU, through the following types of partnerships:

**3.1. The parties agree to collaborate in the areas/matters of:**

- a) Joint teaching and research projects
- b) Faculty exchange
- c) Exchange of students
- d) Exchange of information, books, scientific journals and student theses
- e) Electronic Education (E-learning)
- f) Seminars and workshops
- g) Joint Master and PHD supervision

**4 IMPLEMENTATION**

Specific details on the implementation of each area of collaboration shall be detailed in a Memorandum of Agreement 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 FINANCIAL ARRANGEMENTS**

Financial arrangements on the implementation of the agreed activities shall be considered with mutual negotiations.



**7 GOVERNING LAW**

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

**9 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, provided that lack of finances shall not be considered a *force majeure* nor shall any *force majeure* suspend any obligation for the payment of money due hereunder. 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*.

**10 RENEWAL, TERMINATION AND AMENDMENT**

- 10.1 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.
- 10.2 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.

**11 NOTICES**

Every notice, request or any other communication required or permitted to be given pursuant to this MOU shall be in writing and delivered personally or sent by registered or certified post or via air mail courier or facsimile or by e-mail (Which shall be acknowledged by the other party) to the parties at their address and facsimile number stated below:



**To:** University of Sistan and Baluchestan

**Address:** Daneshgah Blvd., Zahedan P.O. Box  
98135-987 Zahedan, Iran

**Attn:** Director, Office of International Affairs

**Tell:** +98-541-8056219

**Fax:** +98-541-2446047

**E-mail:** intl\_ofic@usb.ac.ir

**Kenyatta University**

P.O. Box 43844-00100

Nairobi, Kenya


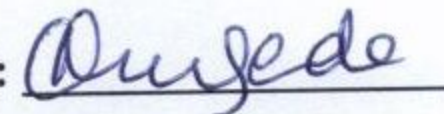


Director, Centre for International Programmes  
and Collaborations

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director-linkages@ku.ac.ke

IN WITNESS WHEREOF, the parties hereto have offered signatures:

<b>FOR: SISTAN &amp; BALUCHISTAN UNIVERSITY</b>	<b>FOR: KENYATTA UNIVERSITY NAIROBI, KENYA</b>
<b>PROF. DORMOHAMMAD KORDI TAMANDANI</b>  <b>VICE-CHANCELLOR</b> 	<b>PROF. OLIVE M. MUGENDA, PHD, MBA, EBS, CBS</b>  <b>VICE-CHANCELLOR</b>
<b>SIGNATURE:</b> _____	<b>SIGNATURE:</b>  _____
<b>DATE:</b> <u>8/10/15</u>	<b>DATE:</b> <u>4/11/15</u>
<b>WITNESSED BY:</b>	<b>WITNESSED BY:</b>
<b>PROF. AMIRBAHRAM ARABAHMADI</b> <b>INTERNATIONAL ADVISOR</b> 	<b>PROF. JOHN OKUMU</b> <b>DEPUTY VICE-CHANCELLOR (ACADEMIC)</b>
<b>SIGNATURE:</b> _____	<b>SIGNATURE:</b>  _____
<b>DATE:</b> _____	<b>DATE:</b> <u>9.10.15</u>