



UNIVERSITY OF NAIROBI



St Petersburg
University

№ 01/1-40-242-01574

COLLABORATION AGREEMENT

Between

**UNIVERSITY OF NAIROBI
(UON)**

And

**SAINT-PETERSBURG UNIVERSITY
(SPbU)**



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Federal State Budgetary Educational Institution of Higher Education "Saint-Petersburg State University", 199034, 7-9 Universitetskaya Embankment, St. Petersburg, Russia (hereinafter referred to as SPbU), duly represented by its Vice-Rector for International Affairs Sergey Andryushin, acting on the basis of proxy dated 26.09.2022 № 32-06-352, and the University of Nairobi, P.O Box 30197 00100, Nairobi, Kenya (hereinafter referred to as UoN) represented by its Vice Chancellor, hereinafter together referred to as the "Parties" and solely to as the "Party", enter into this Agreement for Cooperation (hereinafter referred to as "Agreement") and agree to the following:

1. Preamble

THIS AGREEMENT, entered into this 08 day of 09, 2023 by and between collaborating Parties.

WHEREAS the Parties have recognised the benefits to be gained from collaborative interactions and have identified areas of common and complementary interests to further their collaborative activities to the benefit of both parties,

WHEREAS The Parties have mutual interests in furthering a closer partnership within areas of science, innovation and education by actively exchanging their knowledge for mutual benefit. A closer cooperation is a prerequisite for developing a better understanding of each other's skills and challenges as well as new knowledge and problem solution.

NOW THEREFORE, the Parties enter into this Agreement, establishing a long-term strategic collaboration **WITNESSETH THAT:**

The Agreement is an instrument expressing a "general interest" in promoting and developing scientific and educational cooperation between the Institutions, pursued on basis of equality and reciprocity.

AND WHEREAS, parties do recognize that collaboration between them is mutually desirable, beneficial and acceptable, and would strengthen and enable the two parties, severally and/or jointly, to perform complementary activities in teaching including practical experience and attachment, research, professional development and provision of university services under which the two institutions were established.

WHEREAS, collaborating parties desire to provide for a variety of collaborative opportunities for faculty and students at the two institutions 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 collaborating 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:



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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.

The agreement will be carried out in all fields and subjects of common interest by means of specific agreements (supplementary agreements) containing the aim of the scientific and/or cultural cooperation, the manner of execution, the responsibilities and the expected results.

WHEREAS

The Parties recognize that the implementation of any exchange and cooperation will depend upon the academic interests and expertise of individual faculty members and upon the availability of financial resources. Accordingly, the implementation of each exchange and cooperative programme based on this agreement shall be separately negotiated and agreed upon in writing prior to the initiation of a particular programme, in form of a written agreement signed by an authorized representative of each Party.

This Collaboration Agreement ('CA') therefore, contributes to the joint pursuit of education and research to actively contribute and stimulate the development of their cooperation by considering their participation in various projects and activities. The Parties expect to enter into one or more Project Agreements in this respect.

2. Relationship Between The Parties

- a) Nothing contained herein shall be construed as establishing a relationship of agent and principal or master and servant between the Parties.
- b) Each Party is independent and shall have full control of its operations and undertakings and shall have full responsibility for activities and duties carried out by it and on its behalf.

3. Good Faith and Fairness

- a) The Parties undertake to act in good faith with respect to each other's rights and obligations under the objectives of this CA.
- b) The Parties, their representatives, their researchers and personnel shall not, either during or after the term of this CA, disclose any proprietary information relating to the undertaking by both Parties and each other's operations without the consent of the other Party.
- c) Confidential Information for the purposes of this CA shall include but shall not be limited to all exchanged information and/or knowledge, trade secrets both oral and written transmitted by any means whatsoever and without generality to the foregoing matters financial, legal, technical and other knowledge exchanged or obtained in any manner whatsoever by either Party or staff/trainees in the course of this CA.
- d) The Parties shall also ensure that their staff understand the contents of this CA and adhere to it and either Party shall be held responsible for any breach by itself, its agents or its staff of this CA.
- e) The Parties recognize the impracticability of providing for every contingency, which may arise during or after the life of the CA and hereby agree to operate fairly and without detriment to the interests of either of them.



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4. Areas and objectives of the collaboration

The purposes of the collaborative Agreement between collaborating parties are as follows:

- a) Engage in joint research and educational activities; promote international experience through the exchange of faculty for research, lectures, and discussions.
- b) Encourage the exchange of graduate and undergraduate students for learning, research, and internship.
- c) Conduct joint research activities within the fields of study to be mutually agreed and subject to availability of funds.
- d) Exchange of scholars, on terms and durations to be agreed.
- e) Exchange of students; Bachelors, Masters and Doctoral students.
- f) Participation in conferences, symposia, and seminars.
- g) Exchange of information and documentation both written and electronic.
- h) Use of each other's facilities subject to adequate prior notice convenience and availability.
- i) Exchange of faculty members in the field of mutual interests and on terms to be agreed.
- j) Collaboration in joint research and publications.
- k) Technical assistance.
- l) Creation and marketing of electronic instruction media, including credit and non-credit courses.
- m) Dual degree and joint degree programs.
- n) Joint PhD Supervision.
- o) Joint Applications for Research Grants.
- p) Capacity building through exchange programmes and short courses.
- q) Exchange of academic data and information.
- r) Joint organization of scientific meetings such as seminars, conferences, and colloquia.
- s) Collaboration in the area of Russian language courses.
- t) Any other collaborative efforts the Parties consider being appropriate from time to time.



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II. To achieve these goals, collaborating parties and other sister faculties may explore opportunities in the following areas, insofar as the means of each allow:

- a) Promote institutional exchanges by inviting faculty and staff of the other institution to participate in research activities and professional development.
- b) Receive students/staff of the other institution for periods of attachment, internship, study and/or research. It is understood that acceptance of any students will be subject to the policies and regulations of the hosting institution.
- c) Organize symposia, conferences, learning modules, short courses and meetings on research or agreed upon subject matter.
- d) Carry out joint research and continuing education programs.

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.

5. Responsibilities of Parties

- a) To ensure that the staff and students assigned to the facilities of both institutions recognize, respect and adhere to the professional and ethical requirements of the training, research and service activities in respective facilities.
- b) To disseminate adequate information among the staff and students, including the contents of this Agreement, in order to ensure compliance and implementation of its terms and conditions.
- c) As far as practical, to obviate or avoid any act of commission or omission that may cause, lead to or result in misunderstanding, disharmony, disputes or conflict between the two parties.
- d) To support capacity building on research with emphasis on applied research and innovation.
- e) To ensure that students and/or researchers take responsibility for their own learning and abide by the rules of the institutions and the professional codes of conduct of the professional governing bodies at all times during their placement.
- f) Provide necessary and adequate facilitation required for execution of this Agreement.
- g) To promote the spirit of understanding and mutual resolution of disputes and conflicts should they arise.

6. Mutual Obligations

- a) The parties hereto undertake to jointly solicit for funds including donor funds, research grants, contributions, subscriptions and such related funds for the purpose of realizing any or all the objectives of the collaboration.



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- b) Detailed specific agreements of each collaborative activity between the Faculties and Departments shall be developed within the provisions of the CA and, after approval, shall become annexes to the CA.
- c) That when specific projects are developed, specific "**Project agreement**" (PA) will be developed and signed by the parties and they will be attached to this Collaboration Agreement as Appendices.
- d) These PA shall cover the name of the specific project; specific objectives and procedures; contribution and responsibility of each party; type and limitation of expenditures, including method of exchange of funds where applicable; duration; and other provisions considered applicable to the project.
- e) That such PA shall be within the terms of and subordinate to this CA. Such PA shall be subject to revision by agreement of the parties in writing as the progress of the work may justify. Each PA shall specify when it shall become effective and its duration.
- f) Collaborate in the conduct and promotion of research, development and innovations in areas of common interest.
- g) Any publications produced from joint research work shall acknowledge those involved from both institutions and shall be subject to publishing regulations of both institutions.
- h) Material for publication or presentation arising from the joint research projects shall be submitted for clearance to the two institutions to ensure that no patentable discoveries are published prior to protection by intellectual property.
- i) Any scientific publications resulting from the collaborative research, including scientific papers, books and proceedings of conferences, seminars workshops and exhibitions will be authored jointly to reflect where relevant contributions have been made and quoting the names of authors and the two institutions as well as the donor agencies if applicable.
- j) Parties jointly and independently agree to make available suitable/necessary facilities and personnel subject to availability as and when required and on such terms as to fees, remuneration, insurance, and any other incidents thereto as specified in PA regarding each individual project.

7. 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.



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- 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) This agreement is for a term of five (5) years. Parties may renew and or amend this agreement under the same terms and conditions for the same length of time as the expiring agreement.

8. Coordinators and contacts persons

The Parties coordinators and contacts persons responsible for the management and implementation of this agreement are or such successors as each Party may designate and communicate in writing to the other Party:

The University of Nairobi	Saint Petersburg University
Dr. John Otieno Oredo, PhD, MKIM, PMP Department of Library and Information Science, Faculty of Arts and Social Sciences (FASS) University of Nairobi-Kenya john.ored@uonbi.ac.ke	Ptyushkin Dmitry Viktorovich Director of Saint Petersburg University Language Testing Centre d.ptushkin@spbu.ru

9. Activity Agreements

Before any activities may be implemented, the parties shall discuss the relevant issues to the satisfaction of each party and enter into specific activity agreements based on the mutually agreed objectives and outcomes of the activity. Activity agreements will include such terms as the following:

- a) Elaboration of the responsibilities of each institution for the agreed upon activity.



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- b) Specific schedules for the activity.
- c) Regular communication between representatives of the Parties in relation to this CA.
- d) Budgets and sources of finances for the activity.
- e) Detailed management of intellectual property rights and publications.
- f) Any other items deemed necessary for the efficient management of the activity.

10. 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.
 - i. Nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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. In the event the parties cannot reach an agreement with regard to such jointly developed property, each party



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will have equal ownership and rights in such intellectual property, without further obligation and without a duty to account to the other party.

11. Ethical, consent and research integrity requirements

- a) 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.
- b) 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.
- c) 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.

12. 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 or unless such disclosure is otherwise required by law.
- 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 applicable laws governing confidentiality and/or privacy of information.



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13. 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.

14. Implementation and Reporting

- a) 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.
- b) 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.
- c) 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.

15. 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.

16. Limitation of liability

- a) 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.



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b) A Party shall not be liable for:

- property damages;
- loss of production;
- loss of profit;
- loss of or damage according to intellectual (incorporeal) property law;
- loss through infringement of the other Party's right;
- pure financial loss;
- non-economic loss, as a consequence of a Party's use of information, submitted material.

c) Force majeure

A Party shall not be held responsible for damage caused by legal enactment, war, strike, blockade, boycott, lockout, natural disaster, or similar circumstances. The same applies to defects in technically advanced equipment used for the fulfilment of the collaboration, if said defects cannot be repaired. The reservation as regards strike, blockade and lockout shall apply also either of the Parties becomes the subject of or resorts to such a measure.

17. 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 that apply to it or its activities and which relate to anti-bribery or anti-corruption (or both).

18. Audit and investigations

- a) 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.
- b) Parties undertake to provide in full and timely cooperation with any such audit and investigations.
- c) Such cooperation shall include, but not limited to obligation to make available relevant documents in connection to the subject matter and the agreement.

19. Publicity

- a) The Parties will cooperate to create appropriate public and promotional announcements or press releases relating to the relationship set forth in this Agreement.
- b) Neither of the institutions shall use names or use any logo or insignia of or otherwise identify each other, in any form of publicity or disclosure without the prior written consent.



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- c) Each party shall not disclose any information concerning the terms or provisions of this Agreement, including any modification or amendment thereof, without the prior written approval of the other party unless such disclosure is required by laws.
- d) Neither party shall communicate with members of the media or otherwise make any public announcement regarding the terms of this Agreement or of the collaboration contemplated herein, without the prior written consent of the other party.
- e) No public statement will be issued by either Party with respect to this CA or the projects initiated as a result of this CA without prior approval in writing by the other Party. The Parties maintain sole authority over their respective names and emblems. Neither Party is authorized under this CA to make use of the other Party's name nor emblem, except as separately agreed by the Parties.

20. Operation guidelines

Operation guidelines, both academic and budgetary, for each collaborative activity under this agreement shall be set down in a specific letter of mutual agreement.

21. Entire agreement

- a) This agreement constitutes the entire and only agreement between the parties regarding its subject matter and supersedes all other prior representations, agreements, and understandings between the parties.
- b) All terms and conditions of this agreement shall be interpreted as complementary to each other.
- c) 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.
- d) In the event of any conflict between this Collaboration Agreement and any of the Appendices, this Collaboration Agreement shall prevail.
- e) This Agreement supersedes and replaces all prior written or oral agreements, negotiations, and understandings regarding such subject matter.
- f) Nothing in this Agreement will be construed as creating any agency, partnership, joint venture, employment, or other relationship between the parties. Neither party shall have the authority to contract for or bind the other.
- g) No modification of or amendment to this agreement shall be effective unless made in writing, including any renouncement of this formal requirement.

22. No Waiver

The invalidity in whole or in part of any provision of this Agreement will not affect the validity of other provisions. A waiver of a breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Agreement.



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23. Severability and precedence

If any section of this Agreement is deemed unenforceable or invalid for any reason, the remaining parts of this Agreement shall not be affected hereby. The Parties shall enter into negotiations for the purpose of substituting such section with a corresponding valid and enforceable wording, if possible.

24. Settlement of disputes

Should a dispute arise between the Parties in connection with this collaboration, including its interpretation and use, the Parties shall enter into negotiations in good faith in order to solve the dispute.

Any dispute arising between the Parties in connection with this collaboration, including its interpretation and use, which cannot be settled amicably by negotiation between the Parties within 100 calendar days after initiation of such negotiations, shall be settled by the courts at the defendant's home venue in accordance with the national laws of the defendant however, without any reference to the conflict of law rules of the defendant's home country in the event that the application of such rules would lead to the application of another country's laws.

25. Enabling Acts to prevail

Nothing in the agreement shall be construed to override the respective objectives and powers of the parties herein provided for under their respective constitutive legislations and/or any other written national law.

26. Standards of Performance

The Parties agree that all obligations under this CA and any Agreement resulting from this CA will be performed in a manner protective of and consistent with both Parties' reputation for excellence and integrity in education, research and scholarship.

27. Participation in projects

Nothing in this collaboration shall imply any restrictions of competition between the Parties. Thus, the Parties shall be entitled to participate in projects or carry out other activities including, but not limited to, commercial activities with third parties.

28. Modification/ Amendment

- a) Modification of the terms and conditions of this CA including modification of the scope of responsibilities of the Parties may only be made by written agreement between the Parties and the same will be incorporated in the annexure of this Collaboration Agreement and signed by the authorized officer of both Parties.
- b) Either Party wishing to modify or amend the CA shall give the other Party one (1) month written notice of such intention and shall send the proposed modification/amendments within the one (1) month of notice period.



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29. Suspension

- a) In the event of one Party not fulfilling its part of the obligations as spelt out in this CA and the aggrieved Party is being adversely affected, the aggrieved Party is at liberty to suspend the CA with immediate effect and call for renegotiating within twenty-one (21) days.
- b) In the event of the other Party not availing itself for renegotiating the aggrieved Party may give the other Party a notice of termination but in the meantime handle the cause of grievance/dispute in the best way possible to avoid further deterioration/harm occurring.

30. Status Of Annexes

The Annexes shall form an integral part of the collaboration. Any reference to this collaboration shall include the Annexes.

31. Conflicts of interest

The Parties shall inform each other of any conflict of interest. In the event that a Party becomes aware of or suspects that a conflict of interest has emerged, the Party shall inform the other Party hereof without delay for the purpose of finding a joint solution. A party may be required to provide information about conflicts of interest. The Parties accept to comply with such request.

32. Assignment

This CA is specific to the parties and no party shall have the right to assign or otherwise dispose of the benefit of this CA without the prior written consent of the other.

33. Legal Effect of this CA

This CA outlines the framework of a working relationship between the Parties. Except as expressly mentioned, it is not intended to constitute a contract, but is built on goodwill and is binding in honor only. This CA creates no partnership or joint venture, and neither Party can commit the other financially or otherwise to third Parties.

34. Use of Name and Logo

A Party will not use the name or logo or any variation of the name or logo of the other Party, or of any member of the other Party, or its employees or students, in any publicity, advertising or news release without the prior written approval of an authorized representative of that Party. This provision is binding on the Parties and will survive the termination or expiry of this CA.

35. Miscellaneous

- a) This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.



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- b) Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.
- c) No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.
- d) No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.
- e) The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives or corporate successors.
- f) Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.
- g) This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.
- h) Parties herein have zero tolerance for sexual exploitation and abuse, sexual harassment and other types of abusive conduct.
- i) The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of the agreement.
- j) Neither Party is liable for any failure to perform as required by this Agreement if the failure to perform is caused by circumstances reasonably beyond its control.
- k) The proof of use of funds, the expenditure receipts will be kept in accordance with applicable periods for retention to confirm that funds have been used with due economy and care for the intended purpose and that their use corresponds with the accounting records and receipts.
- l) Nothing herein shall be construed as being a specific collaboration agreement or framework cooperation agreement and, if the Parties fail to execute such specific agreements and documents; neither Party shall have any liability to the other with respect to such a transaction or such failure to reach agreement. Nothing contained in any discussions between the Parties or in any information disclosed by either Party as contemplated by this Agreement shall be deemed to constitute a representation or warranty, except for the matters expressly specified in this Agreement or the signed specific collaborative agreements or other agreements.



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36. Termination

If a Party believes, on reasonable grounds, that there is no further purpose in continuing the agreement, then that Party will consult with the other Party to obtain their consent (not to be unreasonably withheld) to terminate the Agreement.

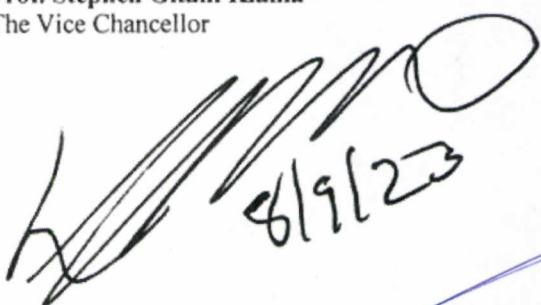
The Party terminating the Agreement must give 100 days' written notice to the other Party, receipt of which must be acknowledged in writing.

37. Signed in counterparts

This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

Each of the Parties hereto represents and warrants that the person signing below on such Party's behalf has the authority to enter into this Agreement, and that this Agreement does not violate any existing agreement or obligation of such party to the best of our knowledge.

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.

For and on behalf of the University of Nairobi	For and on behalf of the Saint Petersburg University
Prof. Stephen Gitahi Kiama The Vice Chancellor  8/9/23	Sergey Andryushin Vice-Rector for International Affairs 