MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FOREIGN SERVICE INSTITUTE OF THE MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE OF THE REPUBLIC OF KENYA

AND

THE INSTITUTE FOR DEMOCRACY & LEADERSHIP IN AFRICA

ON

COOPERATION IN TRAINING AND CAPACITY DEVELOPMENT OF KENYAN DIPLOMATS
MEMORANDUM OF UNDERSTANDING BETWEEN THE FOREIGN SERVICE INSTITUTE OF THE MINISTRY OF FOREIGN AFFAIRS OF THE REPUBLIC OF KENYA AND THE INSTITUTE FOR DEMOCRACY & LEADERSHIP IN AFRICA ON COOPERATION IN TRAINING AND CAPACITY DEVELOPMENT OF KENYA DIPLOMATS

The Foreign Service Institute (FSI) of the Ministry of Foreign Affairs of the Republic of Kenya and the Institute for Democracy & Leadership in Africa (IDEA) hereinafter referred to as “Parties”,

DESIRous of establishing and developing cooperation in a number of activities including training and capacity development of Kenyan diplomats;

RECOGNIZING the importance of enhancing the skills and knowledge of members of the Foreign Service on various aspects of diplomacy and international relations, national and global governance, the national constitution, national integrity system and national values;

DETERMINED to offer training opportunities that have a meaningful impact on the skills and careers of Kenyan diplomats;

HAVE AGREED AS FOLLOWS:

Article 1
Objective

This Memorandum of Understanding serves as a framework to facilitate collaboration and cooperation in training and capacity development between Foreign Service Institute of the Ministry of Foreign Affairs of the Republic of Kenya and the Institute for Democracy & Leadership in Africa.
Article 2

Areas of Cooperation

The Parties agree to cooperate in the implementation of a number of activities within the IDEA's mandate and objectives pursuant to requests made by the FSI.

Areas of collaboration, cooperation and partnering will include;

1. Training of diplomats on various aspects of diplomacy and international relations in the 21st Century,
2. Training of diplomats on various aspects of national and global governance (trade, environment, foreign direct investment, humanitarian intervention and peace building/keeping),
3. Training of Diplomats on various aspects of the National Constitution and national integrity System,

Article 3

Responsibilities under the Memorandum of Understanding

1. The IDEA undertaking to carry out the following activities under this Memorandum of Understanding;
   i. Training and inducting of diplomats,
   ii. Providing resource persons and delivering training courses,
   iii. Identifying and recommending training partners,
   iv. Printing and developing training manuals,
   v. Recommending courses for training,
   vi. Generating ideas, strategies, research, advisory work and logistics,
   vii. Any other activity as may be agreed upon by the Parties.

2. The FSI undertaking to carry out the following activities under this Memorandum of Understanding;
   i. Provide financial resources
ii. Agree on joint training programs,
iii. Source for funding,
iv. Jointly with IDEA develop training manuals and programs,
v. Identify training locations and facilities,
vi. Identify and selecting target groups for training,
vii. Jointly with IDEA identify other training parties and partners.

Article 4
Confidentiality

(1) Protection of Confidential Information: The Parties acknowledge the likely disclosure to each other, during the implementation of the activities under this MoU, of confidential information, the secrecy of which provides the disclosing Party with an important benefit: commercial, non-commercial, or otherwise. Each Party agrees not to use such confidential information of the other Party other than in furtherance of this Memorandum of Understanding, nor to disclose such information to any person or entity without the prior written consent of the other Party. All confidential information shall remain the exclusive property of the disclosing Party.

(2) Confidential Information Defined: Confidential Information means any and all information regarding each Party's intellectual property, proprietary data, business plans, forecasts or activities, financial and account data, products or services under development, computer software, documentation and programmer commentary, analytical techniques and processes, and any other materials or information created or developed by either Party in connection with the Memorandum of Understanding or otherwise.

Article 5
Personnel

(1) The IDEA in consultation with the FSI will assign the personnel to perform the activities under this Memorandum of Understanding as defined in the Memorandum of Understanding.
(2) The Director, FSI and the Executive Director & Chief Executive Officer, IDEA, will be mandated to oversee and supervise the implementation of the objectives and activities under the Memorandum of Understanding.

Article 6

Financial Provisions

(1) This Memorandum of Understanding imposes no financial obligations on either Party. Nothing in this MoU shall constitute a commitment of either Party to contribute funds towards implementation of activities envisaged under this Memorandum of Understanding.

(2) Specific activities that involve financial contribution by the Parties or transfers of funds between the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MoU does not provide such authority.

Article 7

Intellectual Property Rights

(1) The following applies to all new material developed under this Memorandum of Understanding as herein defined and which appears on the joint website (hereinafter referred to as “the Work”):

   i. The allocation of the ownership of the intellectual property rights arising out of or pursuant to any activity carried out under this Memorandum of Understanding shall be determined on a case by case basis in accordance with the applicable domestic laws and international agreements signed by both Parties.

   ii. Notwithstanding anything contained herein, a party shall own intellectual property rights in respect of any technology development, products and services development, which were solely and separately developed by that Party.
(2) Additional information regarding 'the work' as defined in this Article of the Memorandum of Understanding will be included as an annex.

Article 8

Channels of Communication

I. All notices, approvals, consents or other communications made pursuant to this MOU shall be in writing.

II. The channels of communications will be:-

1. The Institute for Democracy & Leadership in Africa (IDEA) having its head office at IBISS Valley Apartments, Kileleshwa, Nairobi, Kenya
   Address: P. O. Box 7139 code 00100 GPO, Nairobi
   Country: Kenya
   Telephone: +254-20-8074523, +254-722595016
   Telefax: +254-20-8074591
   Email: info@ideaforafrica.org

2. The Foreign Service Institute (FSI), having its office at: Ministry of Foreign Affairs, Harambee Avenue, Nairobi, Kenya.
   Address: P.O. Box 30551 code 00100, Nairobi
   Country: Kenya
   Telephone: +245-20-317434, +254-20-318888
   Email: fsi@mfa.go.ke

Article 9

Termination

(1) This Memorandum of Understanding may be terminated before its expiration by either of the Parties giving a three (3) months written notice in advance of the intention to terminate it in one of the situations below:

i. If the Parties consider that, due to existing circumstances, the achievement of the objectives of the Memorandum of Understanding is no longer possible at
all or not to a satisfactory degree, the Parties may mutually decide at any moment the termination of the Memorandum of Understanding.

ii. If the underlying Work is no longer endorsed by both Parties' governance structures.

(2) The decision of termination will be signed by the Authorized Representatives of both Parties and will be without prejudice to any other rights of the Parties under the Memorandum of Understanding.

**Article 10**

**Modification**

I. This Memorandum of Understanding may be modified and/or amended as may be required from time to time by mutual written consent of both Parties. Such modification and/or amendments shall be signed and dated by all Parties prior to any changes being made.

II. Any modification and/or amendment shall be done without prejudice to the rights and obligations arising from or based on this Memorandum of Understanding prior to the date of such modification and/or amendment.

**Article 11**

**Applicable Law**

All activities in terms of this Memorandum of Understanding shall be subject to the democratic law in force in the country where the activities are carried out.

**Article 12**

**Settlement of Disputes**

Any dispute arising out of the interpretation, application or implementation of this Agreement shall be resolved amicably through negotiation.
Article 13
Participation in Similar Activities
This Memorandum of Understanding in no way restricts the Parties from participating in similar activities with other public or private organizations, agencies and individuals.

Article 14
Entry into Force and Duration
This Memorandum of Understanding will enter into force on the date of its signature. It will remain in force for a period of three (3) years and will be automatically renewable for an equal period, unless either Party notifies the other in writing of the intention to terminate the Memorandum of Understanding at least three (3) months prior to the intended date of termination.

IN WITNESS WHEREOF, the undersigned being duly authorized by their representatives have signed this Memorandum of Understanding in two originals in the English language, both texts being equally authentic.

DONE at ....................... on this ..................... day of .................. 2013.

FOR AND ON BEHALF OF THE FOREIGN SERVICE INSTITUTE (FSI)  
AMBASSADOR SIMON NABUKWESI  
DIRECTOR, FSI

FOR AND ON BEHALF OF THE INSTITUTE FOR DEMOCRACY & LEADERSHIP IN AFRICA (IDEA)  
Mr. Denise A. O. Kodhe  
Executive Director & Chief Executive Officer, IDEA