



MEMORANDUM OF UNDERSTANDING ON ACADEMIC COOPERATION

Between

NORTH ISLAND COLLEGE
Courtenay, British Columbia, Canada

And

COUNTY GOVERNMENT OF ELGEYO MARAKWET

And

ELIMU INTERNATIONAL EDUCATION CONNECTION

North Island College is honoured to acknowledge the traditional territories of the combined 35 First Nations of the Nuu-chah-nulth, Kwakwaka'wakw and Coast Salish traditions, on whose traditional and unceded territories the College's campuses are situated

Located in Courtenay, British Columbia, North Island College is a special purpose public college that is committed to high quality and excellence in its programs and services. It offers more than 900 courses and 70 credit programs supported by a dedicated faculty, staff and administration – all working together to support learner success.

The County Government of Elgeyo Marakwet (The County) was created in 2010 upon the promulgation of the Constitution of Kenya. The County is located in the North Rift region of Kenya and has its headquarters in Iten town.

ELIMU International Education Connection Ltd. is an education agency incorporated in Canada under CRA income tax authority in the province of British Columbia. ELIMU is the official agent representing the County Government of Elgeyo Marakwet.

This MEMORANDUM OF UNDERSTANDING (MOU) is designed to foster a mutually beneficial relationship through cooperation between North Island College (NIC) and the County Government of Elgeyo Marakwet and ELIMU International Education Connection hereinafter jointly referred as "The Parties". No financial obligations are assumed under this agreement.

The Parties have reached agreement for the following area of cooperation, subject to mutual consent and the availability of sufficient funding:

- Program and service delivery at NIC to support students who are Elgeyo Marakwet government-sponsored students studying at North Island College
- Collaboration in teaching and learning that are considered to be mutually beneficial

The terms of such mutual cooperation and funding for any specific program and activity shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of a particular program.

Each institution will designate an individual to coordinate this program and all endeavors that may derive from it. For this purpose, North Island College designates Mark Herringer, Executive Director, International Education, ELIMU International Education Connections Ltd designates John Agak, President and CEO and the County Government of Elgeyo Marakwet designates a County Executive Committee Member at the Elgeyo Marakwet County.

No amendment, consent, or waiver of terms of this MOU shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specified purpose given. The parties to this MOU, by the signatures below of their authorized representatives, acknowledge having read and understood this MOU and agree to be bound by its terms and conditions.

This MOU is intended only to set forth the general understanding of the Parties with respect to the subject matter herein and does not, and is not intended to, contractually bind the Parties. Neither Party will incur any obligations to the other Party, financial or otherwise, upon execution of this MoU. Neither Party will incur any obligations to the other Party in the absence of a subsequent written agreement to accept specific financial or other obligations.

This MOU shall commence on the date of latest signature and be in effect for five (5) years, at which time it shall be reviewed for possible extension. Either party may terminate this MOU by written notification signed by the appropriate official of the institution initiating the notice. However, such notification must be received by the other party at least six (6) months prior to the effective date of termination.

The Parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MoU. If either Party desires to disclose information of a confidential or proprietary nature, the Parties will enter into a separate written confidentiality agreement.

Treatment of intellectual property rights developed through collaboration under this MoU will be determined by the Parties through mutual consultation and separate written agreements on a case-by-case basis.

This agreement will become the basis for more specific areas of cooperation and collaboration which will be formally agreed to and become addendums to this Agreement.

FORCE MAJEURE

Parties here to will be released from their obligations under this agreement in the event of national emergency, war, prohibitive government regulation or any other clause beyond the control of the parties hereto that renders the performance of this agreement impossible provided that any money that is due under this agreement shall become forthwith due and payable.



Dr. Lisa Domae
President
North Island College

H H.E Hon. Wisley Rotich
Governor
County Government of Elgeyo Marakwet

Date: 11/09/22
(M/D/Y)

Date: _____
(M/D/Y)

John Agak
President & CEO
ELIMU International Education Connection

Date: _____
(M/D/Y)