

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COUNTY GOVERNMENT OF SIAYA (KENYA)**  
**AND**  
**MASENO UNIVERSITY (KENYA)**  
**AND**  
**TEHRAN UNIVERSITY OF MEDICAL SCIENCES (IRAN)**

**1. The Parties**

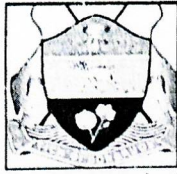
This Memorandum of Understanding ('MoU') is entered into on this.....day of.....2024 BETWEEN THE COUNTY GOVERNMENT OF SIAYA, established under Articles 6(1) and 176 of the Constitution of Kenya 2010 (the Constitution) as read together with the County Governments Act No. 17 of 2012, whose address is P.O. Box 803 - 40600 Siaya, Kenya (hereinafter referred to as 'CGS' which expression shall where the context so admits includes its authorized agents, successors and assigns) of the first part; MASENO UNIVERSITY established under the University Act, 2012 whose address is P. O. Box Private Bag Maseno, Kenya (hereinafter referred to as 'MU')  
And

TEHRAN UNIVERSITY OF MEDICAL SCIENCES, herein referred to as TUMS , whose mailing address is Mailing Address: Number 21, Dameshgh St., Vali-e Asr Ave., Tehran 1416753955, Iran or [dira\\_gsia@tums.ac.ir](mailto:dira_gsia@tums.ac.ir) (hereinafter referred to as 'TUMS') which expression shall where the context so admits include its authorized agents, successors and assigns) of the other part.

The parties shall individually be referred to as a "party" and collectively as "parties".

**2. Preamble**

WHEREAS the Constitution of Kenya, 2010, Chapter Eleven, establishes a devolved system of government comprising of the National Government and Forty-seven (47) County



governments, inclusive of CGS;

WHEREAS the Constitution under the Fourth Schedule devolves health services to the County Governments;

WHEREAS the object of CGS is to have a globally competitive, healthy, and productive County, with a mission to deliberately build progressive, responsive, sustainable technologically driven, evidence-based, and client-centered health systems for accelerated attainment of the highest standard of health for the people of Siaya County;

WHEREAS the County Integrated Development Plan (CIDP) 2023 -- 2027, is the overall development strategy for CGS, sets out the priorities of the County for five (5) years, and is aligned with the Government of Kenya's (GoK) Medium-Term Plan and Vision 2030;

WHEREAS MU has demonstrated competence and expertise in the areas of cancer teaching research, diagnosis, and treatment.

And

WHEREAS TUMS is a Centre of excellence in the field of cancer research teaching and Biomedical technology.

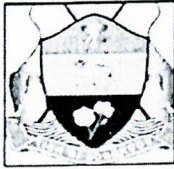
NOW, THEREFORE, it is hereby AGREED between the parties as follows: -

**a) Scope of the MOU**

This MOU shall govern the collaboration between the parties in the provision of medical Care services at Siaya County.

**b) Relationship between The Parties**

Nothing contained herein shall be construed as establishing a relationship of agent and principal or a master and servant between the parties. Each party shall have full control of its operations and undertakings and shall have full responsibility for activities and duties carried out by and on its behalf. CGS shall however take a leading role in the



implementation of this program.

**c) Authorized Representative**

Any action required or permitted to be undertaken and any document required or permitted to be executed under this MoU may be taken or executed:

- i. On behalf of CGS by the County Executive Committee Member (CECM) of Health Services or any other appointed person.
- ii. On behalf of MU, by the Dean School of Medicine or any other appointed person.
- iii. On behalf of TUMS, by the Director of International Relations, or any other appointed person.

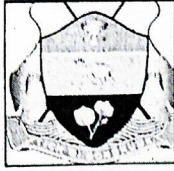
**3. Areas of Collaboration between The Parties**

The COUNTY CGS OF SIAYA, MU AND TUMS agree to collaborate in the following relevant areas, subject to availability of funds and the approval of each activity by all parties,

1. To establish a Cancer Management, Treatment and Research Centre in Siaya County.
2. To promote transfer of technologies and specialized medical equipment and pharmaceuticals between Iran and The County Government of Siaya.
3. To provide specialized and advanced medical training to medical personnel and Cancer related researchers in Siaya County, MU and TUMS.
4. To establish and promote an exchange program for medical personnel and researchers between the two academic institutions and the County Government.
5. To contribute to the promotion of Socioeconomic development and cooperation between the parties.

**3.1) CGS shall:**

The County Government of Siaya (CGS) shall allocate suitable land for the proposed Cancer Centre and facilitate opportunities for collaboration. Additionally, in line with the objectives of the Memorandum of Understanding (MOU), the CGS shall explore the acquisition of relevant medical equipment from Iran. Moreover, the county will offer study sites for treatment, training and research purposes.



Furthermore, the CGS shall take any steps necessary to secure the support and corporation of the National Cancer Institute of Kenya.

**3.2) Maseno University shall:**

Provide training, research and consultancies in the implementation of the objectives of this Memorandum.

**3.3) Tehran University of Medical Sciences shall:**

Provide opportunities for research, training as well as the development of necessary infrastructure and transfer of technologies to County Government of Siaya and Maseno University.

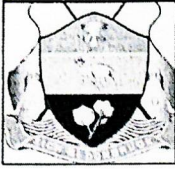
**4. Contractual Process**

Any work undertaken between the parties which require payment by one Party to the other shall be subject to a separate contractual agreement which shall cover all the aspects of the work in hand including but not limited to the duration of the program, payments, intellectual property and schedules of work and shall be signed by all Parties at the time. The three parties shall be expected to share budgets and work plans before the official commencement of any of their joint activities.

Themes of joint academic and research activities, the conditions for utilizing the results achieved, arrangements for specific visits, exchanges, and other forms of cooperation shall be negotiated for each specific case and agreed upon through signing separate agreements.

This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other; and each Party will bear its own cost and expenses in relation to the academic and research activities under this Memorandum of Understanding.

Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreements.



## **5. Liability**

The parties shall take necessary steps and create joint ventures, and partnerships in furtherance of this MOU Governed by spirit of collaboration and Mutual respect.

Each party shall be responsible for its employees, agents, its own actions and omissions and /or the actions and omissions of its employees, and agents and shall indemnify the other party in respect of any loss, claim or damage suffered as a result of its and/or the negligence of its employee, agents, willful conduct, breach of or omissions under the MOU.

## **6. Settlement of Disputes**

The Parties herein shall use their best efforts to amicably settle all disputes arising out of, or in connection with this MOU or the interpretation hereof.

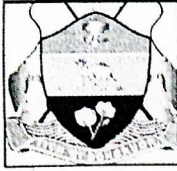
Where a dispute arises with respect to this MOU, the parties shall make efforts in good faith to resolve the dispute through consultations between the parties and negotiations.

Any difference or dispute between the Parties concerning the interpretation and/ or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

## **7. Arbitration Clause:**

In the event of any dispute arising out of or in connection with this Memorandum of Understanding (MOU) between the County Government of Siaya, MU, and TUMS the parties agree to attempt to resolve the dispute through negotiations in good faith.

If the dispute cannot be resolved through negotiations within 30 days, the parties agree to submit the dispute to arbitration in accordance with the rules of arbitration agreed upon by all parties.



The decision of the arbitrator(s) shall be final and binding upon all parties. Each party shall bear its own costs associated with the arbitration, and the parties agree to share equally the fees and expenses of the arbitrator(s) and the administering authority or arbitration institution. This arbitration clause shall survive the termination or expiration of this MOU.

#### **8. Duration and Termination**

This MOU shall remain valid for a period of five (5) years from the date of signing and may be extended by agreement of the Parties herein.

Either party may terminate this MOU by giving 90 days written notice to the other Party.

The MOU shall automatically terminate if:

- a. either party fails to fulfil or breaches any provision of this MOU which such party has failed to remedy (if capable of remedy) within fifteen days of receiving notice from the other party to do so.
- b. the parties agree in writing to terminate this MoU; or upon execution and close-out of the said program.

#### **9. Notices**

All notices and other communications required to be served under the terms of this MOU shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail by a Party to the other Party at its registered address.

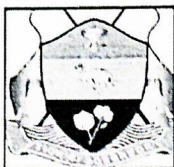
For purposes of services of notices, the registered addresses are;

In the case of the County:

The County Executive Committee Member (CECM), Department of Health Services, P.O.  
Box 803 – 40600, SIAYA

In the case of MASENO UNIVERSITY:

The Dean, School of Medicine, Maseno University, Private Bag – 40105, Maseno



In the case of TEHRAN UNIVERSITY OF MEDICAL SCIENCES:  
Office of Vice-Chancellor for Global Strategies and International Affairs  
Number 21, Dameshgh St., Vali-e Asr Ave., Tehran 1416753955 Iran

Provided that a Party may change its address, telephone and email by giving the other Parties notice of such change pursuant to this clause. Proof of posting and dispatch shall be deemed to be proof of receipt;

- a. In the case of a letter, on the 7th day after posting;
- b. In the case of electronic mail, on the working day immediately following the date of dispatch;

Without prejudice to the foregoing provision, any notice shall be sent by the quickest reasonable means available.

#### **10. Assignment**

The rights arising to any Party to this MOU shall not be assigned except with written consent of the other Parties and subject to such terms and conditions as may be mutually agreed.

#### **11. Governing Laws and Jurisdiction**

This MOU shall be read and construed in accordance with the laws, rules, regulations and policies (both national and County) in operation within Kenya.

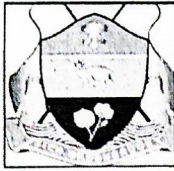
The Parties intend to be mutually bound by the provisions of this MOU.

#### **12. Steering Committee**

A steering committee shall be established by the parties to oversee the governance of the program.

#### **13. A Technical Working Committee**

A technical working committee shall be established by the parties to oversee the implementation of the program.



#### **14. Effective Date**

The MoU shall become effective immediately upon execution by the authorized representative of the Parties herein.

#### **15. Force Majeure**

15.1. The implementation of this MOU may be suspended in case of Force Majeure. For the purposes of this MOU, force majeure comprises of civil disorders, wars, acts of enemies, fires, floods, acts of God, government and regulator action and any other causes not within either party's control, or which by the exercise of reasonable diligence it is unable to prevent.

15.2. If any force majeure arises, the affected party shall give prompt written notice to the other party and shall use reasonable efforts to minimize the impact of such an event.

15.3. Neither party shall be held liable for or in respect of any loss or damage or deemed to be in default for any delay or failure in the performance of its obligations under this MOU resulting from Force Majeure.

#### **16. Severability**

In the event any provision or part of this agreement is found to be invalid or unenforceable by both parties, only that particular provision or part so found, and not the entire MOU shall be inoperative.

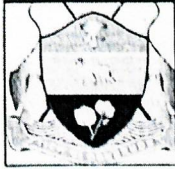
#### **17. Review and Amendments**

This MOU may be reviewed and/or amended in writing from time to time as the need arises on mutual agreement. The amendments or modifications agreed upon once signed will form part of the MOU.

#### **18. Extension Clause**

This MOU may be extended for such period and on such terms as may be mutually agreed by the parties.





TEHRAN UNIVERSITY  
OF  
MEDICAL SCIENCES

It is subject to renewal by mutual written consent of the parties within six months prior to the expiration date.

**19. Signature and Stamp of Parties**

IN WITNESS WHEREOF, the Parties have executed this MOU the day and year first hereinbefore written.

**FOR COUNTY GOVERNMENT OF SIAYA**

Name: **Hon. James Orengo, EGH**

Designation: **Governor**

Signature: *[Handwritten Signature]*

**OFFICE OF THE GOVERNOR  
EXECUTIVE  
SIAYA COUNTY**

**Witnessed by:**

Name: **Dr. Martin Odhiambo Konyango**

Designation: **County Executive Committee Member for Health**

Signature: *[Handwritten Signature]*

COUNTY EXECUTIVE COMMITTEE  
MEMBER - HEALTH  
09 SEP 2024  
SIAYA COUNTY  
P. O. Box 597 - 40600, SIAYA.

**FOR MASENO UNIVERSITY - KENYA**

Name: **Prof. Julius Omondi Nyabundi**

Designation: **Vice Chancellor**

Signature: *[Handwritten Signature]*

10 SEP 2024  
VICE CHANCELLOR

**Witnessed by:**

Name: **Ms. Joy A. Akinyi**

Designation: **Legal Officer**

Signature: *[Handwritten Signature]*

MASENO UNIVERSITY  
LEGAL OFFICER  
10 SEP 2024

**FOR TEHRAN UNIVERSITY OF MEDICAL SCIENCES - IRAN**

**Dr. Mohammad Hossein Ayati**

**Vice Chancellor for Global Strategies and International Affairs**

Signature: *[Handwritten Signature]*

Tehran University Of Medical Sciences  
Vice-Chancellor for Global Strategies & International Affairs

**Witnessed by:**

**Dr. Mohammad H. Nekoofar**

**Director of International Relations**

Signature: *[Handwritten Signature]*

*[Handwritten Date]*  
Nov 20, 2024