- Hekima Logo - - ADRIA Logo -

MEMORANDUM OF UNDERSTANDING BETWEEN THE FOREIGN SERVICE INSTITUTE, AND HEKIMA INSTITUTE OF PEACE STUDIES AND INTERNATIONAL RELATIONS, KENYA

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "the MoU") is made on this _____ day of _____ 2013.

BETWEEN

ALTERNATIVE DISPUTE RESOLUTION (ADR) INSTITUTE OF ALBERTA (hereinafter referred to as "ADRIA"—this expression shall where the context so admits include its successors, representatives, subsidiaries and assigns).

AND

THE HEKIMA INSTITUTE OF PEACE STUDIES AND INTERNATIONAL RELATIONS (hereinafter referred to as HIPSIR—this expression shall where the context so admits include its successors, representatives, subsidiaries and assigns)

WHEREAS:-

- The ADRIA is a not-for-profit organization that provides outstanding service to clients and students, and assists more than 450 members engaged in the practice of arbitration and mediation throughout the province of Alberta. Membership in the ADRIA of Alberta (ADRIA) is open to individuals or organizations interested in Appropriate Dispute Resolution (ADR) (taken from internet)

- Hekima Institute of Peace Studies and International Relations (HIPSIR) is part of Hekima College, which is a constituent college of the Catholic University of Eastern Africa (CUEA). HIPSIR is located in Nairobi, Kenya, and is run by Jesuits (an international Catholic religious order), and is therefore founded on centuries of Jesuit educational tradition which puts emphasis on academic excellence and full human formation. The MA program at HIPSIR has graduated students from different parts of the world including, Africa, Asia, Europe and Latin America. Most of these graduates work in diverse capacities with NGOs, universities, Church and religious institutions, Civil Society, Governments and the UN, among others.

HIPSIR also conducts short course training on conflict resolution, mediation and negotiation, leadership and management, human rights and good governance, preventive diplomacy, conflict analysis. HIPSIR works with an affiliated pool of researchers and peace consultants who work toward conflict analysis, policy formulation and implementation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATIONS

In this MoU the following expressions and words shall have the meanings set out opposite them:-

· MoU—means this Memorandum of Understanding
· Party—means ADRIA or Hekima Institute of Peace Studies and International Relations
· Parties—mean ADRIA and Hekima Institute collectively.

2. OBJECTIVES OF THE COLLABORATION

The objectives of the collaboration are based on initiatives that are related to developing conflict resolution initiatives between the multinationals within the extractive industry, government, interested parties and affected communities.

- Training chartered mediators and negotiators that would be active in Kenya's extractive industry
- Design a curriculum for training chartered mediators and negotiators
- Conducting research on the diverse social, political and economic issues affecting Kenya's extractive industry
- Undertaking common activities to promote peace, reconciliation, and the building of bridges between extractive industry, government, interested parties and communities at local, national and international levels

3. SCOPE OF WORK

The scope of the collaboration:

- The ADRIA will offer its expertise to HIPSIR in training trainers who would be experts in the field with the capacity to conduct new trainings
- HIPSIR will ensure that it gets the necessary government accreditation for offering 'chartered certificates' to the trained participants
- HIPSIR and the ADRIA will conduct joint fundraising ventures to meet the cost of specific joint projects
-

4. EXPECTED OUTPUTS

The expected outputs will include:

- Well trained mediators and negotiators in extractive industry
- Curriculum on training chartered mediators
- Government accreditation of HIPSIR as a recognized institution for trained chartered mediators and negotiators
- Successful conflict interventions in conflicts between multinationals in extractive industry, government, interested parties and communities

5. EXPECTED OUTCOMES

- Expedient response to conflicts situations between multinationals in extractive industry, government, interested parties and communities given the number of trained mediators and negotiators
- Improved relations between the multinationals in extractive industry, government, interested parties and communities
- efficient and well informed policy formulation and implementation in extractive industry
- Improved capacity for negotiation at the community level
- Positive trickle down effects of the benefits of the extractive industry to the local community
- Improved livelihood conditions for the local communities around the extractive industries

6. PRINCIPLES OF ENGAGEMENT

• Confidentiality: The parties will treat any sensitive information shared between them with the highest level of confidentiality.

• Transparency: The parties will communicate with each other with a high degree of transparency.

• Integrity: The parties or their agents will conduct all joint activities with integrity

• Appreciation that the intervention is a collaborative initiative: The terms of engagement for the parties are founded on the understanding that promotion of national cohesion and integration is the responsibility of citizens involved and stakeholders, and not just the HIPSIR or the ADRIA

• Resource mobilization: Both the ADRIA and HIPSIR will commit themselves to resources mobilization (personnel, facilities, funds, etc)

• Commitment to change: The real value for the work and commitment put in this collaboration would be the enhancement of Kenya's foreign policy and strategic responses to diverse social, political and economic issues facing our region

• Participation: Parties undertake to actively participate in ensuring that this partnership is successfully executed, and that the delegated tasks would be diligently delivered

7. MUTUAL INTEREST OF THE PARTIES

The parties work to inspire and persuade other individuals and groups to join them, in promoting effective foreign policies for the country

8. RESPONSIBILITIES OF THE PARTIES

This project is a collaborative effort of its parties. However, for effective management, the parties may take up specific roles and responsibilities on a case-by-case basis.

9. ADMINISTATION OF THE MoU

The parties agree to identify contact persons who will among others:

- Work out mechanisms for implementation of the objectives of this collaboration.
- Advise the parties on any areas calling for their attention.

10. LEGALITY

The purpose of this MoU is to set out the general principles of collaboration which the parties intend to have as the basis, in good faith, for the implementation of the project and nothing contained herein shall be construed as establishing a long-term relationship of agent and principal. Each party is independent and shall have full control of its operations and undertakings and shall have full responsibility for activities and duties carried by it and on its behalf.

11. GOOD FAITH AND FAIRNESS

- The parties undertake to act in good faith with respect to each other's rights and obligations under the objectives of this MoU.
- The parties, their representatives and personnel shall not either during or after the term of this MoU, disclose any propriety information relating to the undertaking by both parties and each other's operations without the consent of the other party.
- The parties recognize the impracticability of providing for every contingency, which may arise during or after the life of this MoU and hereby agree to operate fairly and without detriment to the interests of either of them. The parties shall exchange all necessary legal documents of and any other details of the trouble-shooting areas that may be required for the actualization of this MoU and keep each other informed of any changes thereafter.

12. Duration

The Collaboration is envisioned for four years, renewable: Feb 2014-2018.

13. SUSPENSION

a) In the event of one party not fulfilling its obligations as spelt out in this MoU and the aggrieved party being adversely affected, the aggrieved party shall be at liberty to suspend the MoU with immediate effect and call for negotiations within one month.

b) In the event of the other party not availing itself for negotiations, the aggrieved party may give notice to the other party of their intention to terminate this MoU but handle the cause of the grievance in the best way possible to avoid escalation of further costs.

14. TERMINATION

a) Either party to this understanding can terminate the same by the issuance of fourteen days written notice and the affairs of the collaboration shall be dealt with as shall be mutually agreed.
b) The parties agree that such termination will not prejudice the accrued rights and obligations of either party.
c) On termination, any assets committed to this collaboration by either party shall unconditionally revert to the contributing party.
d) In a situation where there was a joint project externally funded by a third party, the two institutions will ensure that the expected outcomes of the project are realized before the termination, or new terms are negotiated with the funding agency. However, the two parties ought to do everything possible to resolve such disagreements amicably.

15. REVIEW AND AMENDMENTS OF THE TERMS OF THIS UNDERSTANDING

This MoU may be reviewed and/or amended from time to time as the need arises on mutual agreement of the parties. Any proposed and actual amendment shall be in writing.

16. SETTLEMENT OF DISPUTES

The parties shall use all their efforts to settle all disputes arising out of this MoU amicably.

IN WITNESS WHEREOF the parties hereto have set their hands hereon and caused their respective seals to be affixed on the day and year hereunder written.

For and On behalf of: ALTERNATIVE DISPUTE RESOLUTION (ADR) INSTITUTE OF ALBERTA

NAME: Erika Deines

DESIGNATION: EXECUTIVE DIRECTOR

SIGNATURE: _____

DATE: _____

For and On behalf of: THE HEKIMA INSTITUTE FOR PEACE STUDIES AND INTERNATIONAL RELATIONS

NAME: DR. ELIAS OMONDI OPONGO, SJ

DESIGNATION: DIRECTOR

SIGNATURE: _____

DATE: _____