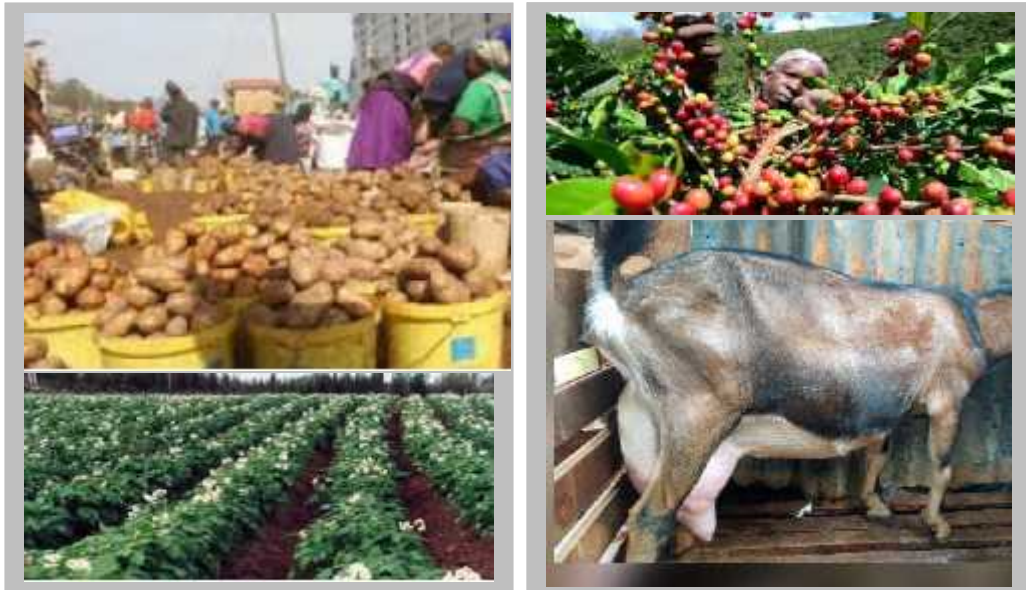




Programme for Agricultural Capacity Development in Africa (P4ACAD)



A Food Systems Focus to Sustainable Development

Kiringai Kamau

Executive Director

Programme for Agricultural Capacity Development in Africa

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ABOUT P4ACAD

General Business Information

Business Name	Programme for Agricultural Capacity Development in Africa (P4ACAD)
Registered Head Office Address	3 rd Floor, CPF House, Haile Selassie Avenue, Nairobi
Phone Number	+254 733 375 505
Website Address	www.vacidafrica.or.ke/P4ACAD
Company Status	Registered as not for profit company limited by guarantee
Contact Information of the Person in Charge	Kiringai Kamau PO Box 35046, 00200, City Square, Nairobi Kiringai@gmail.com , kiringai@y-center.org , kiringai@vacidafrica.or.ke

Business Details

Date of Creation	December 2017
Main Areas of Activities of Business	Experiential Learning, Innovation, Farmer Owned Agribusiness Development, Policy Support, Promotion of PPPPs
Main Products	aTex Hub
Main Services	Online Learning, Mentorship, Agribusiness Incubation, Agribusiness Strategy, Student Led Agricultural Extension Support
Principal Customer Industries	Farmer Organizations, Students, Universities, Governments, Development Programmes

Business Capacity

Human Resources	Currently the programme relies on partner institution resources CANIS/UoN, VACID Africa, and Octagon Data Systems which are initiatives started by P4ACAD support
Financials	This programme is in its formative stages. It has evolved out of the innovation work of VACID Africa, Ycenter/USA, CANIS/UoN, GODAN, CTA and the GoK. The programme relies on the support of these partners as it creates its own programme to drive SLAE with specific value chains where the partnerships have been fomented.
Technical	P4ACAD's focus is to promote an innovative approach for youth engagement in agriculture using agriculture, technology and the missing function in agriculture - extension. Partners from governments, research, academia, and development partners and farmer organizations are assessed as to their potential contribution to the aTex Hub. P4ACAD is a knowledge and innovation partner in the collaborative initiative with a process coordination focus. Teams of students, communities, partner professionals, and government are supported to technically work together for a shared goal.



OUR VISION

An food secure Africa, able to trade with itself and the rest of the world, driven by Farmer Owned, Youth Driven Agribusinesses

OUR MISSION

To support farmers create innovation agribusinesses that host the **A**griculture, **T**echnology and **E**xtension (**aTex**) Hubs that are driven by engaging our model of extension through Student Led Agricultural Extension (SLAE)

OUR CORE VALUES

Innovation, Perseverance, Diligence, Integrity, Accountability, Discipline

BUSINESS SCOPE

The food system documented in Figure 1 to the right presents the value chain and the agribusiness activities associated with each value chain layer.

Experiential learning is used to support some of the activities in the food chain. Some are investment opportunities such as storage, which normally misses in the food system investment thinking. ICT4Ag drives knowledge capture and dissemination is another. Each application is uniquely different for each value chain layer where it is implemented.

The scope We shall intervene at i) pre-production and production, ii) processing, iii) Distribution and Logistics, iv) Consumer integration, and v) Food loss and vi) Waste Management.

Since the P4ACAD and its implementation through the aTex Hubs is an agribusiness initiative, any activity that appears in other value chain layers, or subsystems within the Food System, is integrated and supported as a food system activity thereby creating centralization of actions, with an ICT4Ag Inspired implementation. It is the strategic centralization focus that is needed in the agricultural space, yet no other initiative takes lead. We do!



Figure 1 : The Food System is the driver of the aTex Hub



THE GENESIS OF P4ACAD

Having founded the challenge of supporting farmers to create agribusinesses through which value addition and cottage industry could be created and supported, Kiringai Kamau saw an opportunity to infuse the agribusiness thinking at policy level by agreeing to become EU's Advisor to the first Cabinet Secretary (CS) for Agriculture in Kenya. The agenda that the advisor set for himself to help the country address was:

1. Dealing with a devolved agricultural function that for long had been driven by the Ministry of Agriculture'
2. Supporting County Governments cope with policy formulation which the people now leading the county agricultural initiatives had never been exposed to
3. Creating Countywide Farmer initiatives that are linked to the National Government agricultural support agenda that transcends the individual County Government development agenda
4. Supporting agricultural learning organizations to align their teaching of agriculture to the national development needs of engaging youth in agriculture by infusing ICT4Ag, experiential learning and experiential learning through online platforms
5. Support the many, disparate development partner programmes, to synergize their actions at the implementation level, by working through and with youths using a model of **A**griculture, **T**echnology and **E**xtension (a**T**ex) Hubs that Kiringai had started using through students that he employed but who found greener pastures soon after they learnt the practice that their education lacked
6. Infusing Open Data thinking to agricultural practice in Kenya and through it supporting the thinking to align with the UN SDGs Agenda

The EU supported the thinking that was then dubbed the Agricultural Sector Transformation Initiative, but which had to die off when the CS was forced to resign abruptly and one year later the advisor's contract was terminated by the new CS who took over the function of driving agriculture.

While in the Advisor's office, Kiringai had started putting structures in place which would help drive the transformation. These included:

1. Partnership with GODAN and representing Kenya in GODAN forums globally where Kenya's agricultural thinking on Open Data required articulation
2. Promoting partnerships with sectoral actors by creating an agricultural data forum which culminated in the [first National Data Forum in August 2015](#)
3. Chairing and steering the Agricultural Committee of the Kenya Data Forum that brought in all sectoral actors in line with the agenda he had created in 2010 when Kiringai founded the Center for Agricultural Networking and Information Sharing (CANIS) while at the University of Nairobi
4. Supporting partnerships on the role of the farmer as the Private Sector to drive the agenda for Aid To Trade in Africa

When the contract ended in 2016, Kiringai had much unfinished business to address in realizing the foregoing agenda. Too many partnerships had been created that needed to see the results of what had started. It was therefore natural to re-join CANIS and drive the agenda of transformation through the University of Nairobi.

In order to drive the foregoing within the academics, Kiringai's Research work has been centered on food systems and how the food systems framework can inspire agribusiness supported through students. It is for this reason that the formulation of SLAE has become the foundation of his research work.



THE LINKING AGRICULTURAL UNIVERSITIES UP TO CREATE P4ACAD

After a sponsorship by GODAN to present the SLAE Model to the UN General Assembly in New York in 2016, the Dutch Government requested Wageningen and Kiringai/UoN to work together to create a replicable case study that can be replicated throughout Africa. The outcome of the study is available at <http://edepot.wur.nl/441969>.

Following closely from this research was a training on Open Data that was sponsored at CANIS/UoN funded by CTA. KALRO, Trimpact, Local Development Research Institute (LDRI), and Regional Center for Mapping of Resources for Development (RCMRD) provided the resource persons who joined Kiringai to deliver the programme.

After the training, in October 2017, the participants requested the creation of a programme that would address training of faculty from other universities outside the University of Nairobi. In consultation with GODAN, CTA and Wageningen, it was agreed that Kiringai registers a social enterprise to drive the capacity building of African Universities in Big and Open Data which culminated to the realization of P4ACAD.

P4ACAD is therefore a creation of partners drawn from CANIS, LDRI, and KALRO represented by their Executive Directors and driven by the transformation agenda crafted earlier by Kiringai who becomes the Founding Executive Director.

P4ACAD ACHIEVEMENTS TO DATE

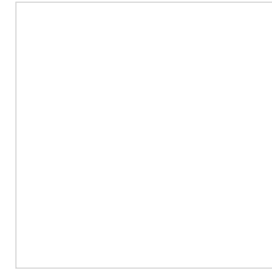
P4ACAD has had a number of achievements associated with its foundation. They include:

1. Partnership with the IFAD Project on Upper Tana Natural Resource Management Project to deliver Knowledge driven capacity building through the SLAE to support the coffee sector in the 6 counties of Meru, Tharaka Nithi, Embu, Kirinyaga, Nyeri and Murang'a. Each of the counties is resented in the consortium through their local universities with whom P4ACAD has signed coffee reform MoU
2. Coffee Subsector Reform Implementation Committee under The Presidency and which has tasked P4ACAD to drive the coffee agricultural extension support aspect
3. Potato Council of Kenya (PCK) which is supported by AGRA to support formalized engagement of the potato commodity chain, with agreements having been sought from the Council and AGRA and a MoU signed between PCK and P4ACAD.



MODEL MOU WITH UNIVERSITIES

P4ACAD has discussed with universities and government departments to help realize the expectations of this assignment which is outlined in this document. The key focus shall be the MoU with the Academia as outlined in the MoU below:



MEMORANDUM OF UNDERSTANDING BETWEEN

XYZ UNIVERSITY OF KENYA

AND

PROGRAMME FOR AGRICULTURAL CAPACITY DEVELOPMENT IN AFRICA (P4ACAD AFRICA & Partners)



SAMPLE MEMORANDUM OF UNDERSTANDING

BETWEEN

THE XYZ UNIVERSITY

AND

PROGRAMME FOR AGRICULTURAL CAPACITY DEVELOPMENT IN AFRICA (P4ACAD AFRICA & Partners)

THIS AGREEMENT dated theday of, 2018 is made **BETWEEN**

The XYZ University, a body corporate established by the Universities Act, 2012 and the XYZ University Charter, xxxx, whose address is P.O Box xxx, town/city, in the Republic of Kenya (hereinafter referred to as "XYZ UNIVERSITY"), and the PROGRAMME FOR AGRICULTURAL CAPACITY DEVELOPMENT IN AFRICA (P4ACAD AFRICA & Partners) a company limited by guarantee and duly incorporated under the Laws of Kenya whose address is P. o. Box 35046-00200 Kenya (hereinafter referred to as the "P4ACAD & Partners" which expression shall, where the context so admit, include its successors in title and assigns);

XYZ UNIVERSITY and P4ACAD & Partners are hereinafter jointly referred to as 'the parties' or each individually as 'the party'.

In pursuit of their common desire to promote the agriculture sector in Kenya for the benefit of both institutions, the parties shall seek to engage in the following types of cooperation:

- a) Provision/availing of industrial/farm attachment opportunities for undergraduate students of XYZ UNIVERSITY on the farms P4ACAD & Partners is supporting.
- b) Availing of research opportunities for Masters and PhD students of XYZ UNIVERSITY within the farms and aTex Centres of the farmers P4ACAD & Partners is supporting.
- c) Promote the development and implementation of new innovations and technologies to advance the agriculture sector through food systems guided agribusinesses.
- d) Jointly organize and run customized short soft-skills (mentorship) trainings for the above groups.
- e) Exchange scholarly publications, ideas, research and other information to advance the knowledge and practice of agriculture within a food systems dimension.
- f) To promote collaboration and engagement with governments, research organizations, private sector, development partner and universities in Kenya and abroad.



NOW THIS MEMORANDUM WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:

1. MUTUAL COOPERATION

XYZ UNIVERSITY and P4ACAD & Partners agree to use their best endeavors to fulfill their respective obligations as set out in the MoU.

2. XYZ UNIVERSITY's Obligations

XYZ UNIVERSITY agrees with P4ACAD & Partners:

XYZ UNIVERSITY shall use its best endeavours:

- 2.1 To assist with recruiting students for Undergraduate field attachment and Masters and PhD research project.
- 2.2 To, in consultation with P4ACAD & Partners, define Masters and PhD research projects and provide students with oversight in the particular field of study and research.
- 2.3 To, in collaboration with P4ACAD & Partners, conduct mentorship and continuous skills development of the undergraduate students.
- 2.4 To, in collaboration with P4ACAD & Partners, review research proposals, provide feedback to the students and assist them with the collection of data.
- 2.5 To, in collaboration with P4ACAD & Partners, review the students' practical training materials.
- 2.6 To, in collaboration with P4ACAD & Partners, create innovation and technology project opportunities for students in coordination with other relevant faculty at XYZ UNIVERSITY
- 2.7 To engage academics and experts in other universities and research institutions

3. P4ACAD & Partners' Obligations

P4ACAD & Partners agrees with XYZ UNIVERSITY:

P4ACAD & Partners shall use its best endeavours:

- 3.1 To assist with recruiting students for Undergraduate field attachment and Masters and PhD research project.
- 3.2 To, in collaboration with the XYZ UNIVERSITY conduct induction training to the students who have been selected for the programme prior to them accessing the field.
- 3.3 To provide opportunities for students to conduct research and test innovations on actors in the agriculture supply chain.
- 3.4 To, in collaboration with the XYZ UNIVERSITY define research projects for the Masters and PhD research students.
- 3.5 To engage academics and experts in other universities and research institutions
- 3.6 To work with sector partners to provide additional internships opportunities for students from the College of Agriculture and Veterinary Sciences
- 3.7 To provide internship opportunities for the students from the College of Agriculture and Veterinary Sciences
- 3.8 To liaise with government on evidence based policy recommendations supported by university research
- 3.9 To, in collaboration with the XYZ UNIVERSITY provide oversight role to the students' research projects particularly when in the field
- 3.10 To, in collaboration with the XYZ UNIVERSITY develop strong public-private partnerships of mutual interest to both parties through student and staff mentoring programmes within the agriculture sector
- 3.11 To engage staff and consultants who will provide in-depth technical skills and dedicated time to the graduate recruits. The engagement of staff and consultants will be done together or in consultation with XYZ UNIVERSITY. P4ACAD & Partners shall meet part of these costs as will be agreed between the parties



4. Duration And Termination

- 4.1 This Memorandum shall come into force on the date it will be signed and, subject to clause 4.2 shall continue in force unless or until terminated by either party giving to the other written notice as set out hereunder, provided that such notice shall not affect any rights accrued and vested as at the date of the notice.
- 4.2 Either party shall be entitled to terminate this agreement by written notice to the other if:
 - 4.2.1 Any event or series of events or any circumstances whether related or not occur(s) or arise(s) which, in the opinion of either ; may be likely to have a material adverse effect on its ability or willingness to perform or comply with any of its obligations under this agreement.
- 4.3 Either party shall be entitled to terminate this agreement by giving 60 days written notice to the other without giving a reason or if:
 - 4.3.1 This agreement is or becomes (or is alleged to be) unlawful or unenforceable in any respect; or
 - 4.3.2 That other party commits a breach of this agreement (not being a repudiatory breach of this agreement);
 - 4.3.3 An encumbrance takes possession or a receiver is appointed over any of the property or assets of that other party;
 - 4.3.4 That the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - 4.3.5 That other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this agreement);
 - 4.3.6 Anything which, under the law of any jurisdiction is analogous to any of the acts or events specified in clauses 4.3.3, 4.3.4 and 4.3.5;
 - 4.3.7 That other party ceases, or threatens to cease, to carry on business.
- 4.4 The rights to terminate this agreement given by this clause shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

5. Consequences of Termination

Upon the termination of this agreement for any reason:

- 5.1 Any obligation of either party shall be terminated;

6 Nature of Agreement

- 6.1 P4ACAD & Partners and XYZ UNIVERSITY shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under this agreement through any other company which at the relevant time is its holding company or subsidiary and any act or omission of any such company shall for the purposes of this agreement be deemed to be the act or omission.
- 6.2 P4ACAD & Partners and XYZ UNIVERSITY may assign this agreement and rights and obligations under it.
- 6.3 If any provision of this agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this agreement shall continue to be valid as to the other provisions and the remainder of the affected provision.

7. Proper Law and Arbitration

- 7.1 This agreement shall be governed by and construed in all respects in accordance with the Laws of Kenya.
- 7.2 The parties hereto shall use their good faith and efforts to resolve any dispute. To this end, the parties in dispute shall each promptly appoint representatives who shall meet and attempt to resolve the dispute arising between them
- 7.3 Any dispute which cannot be resolved within thirty (30) days after receipt by one party of the other party's request for such amicable settlement shall be submitted by either party to an Arbitrator in accordance with the Arbitration Act of 1995 of Kenya as amended from time to time.



7.4 The place for arbitration shall be Nairobi or such other place as may be agreed by the parties. The Arbitration proceedings, including hearings, document submission and the award shall be in English.

The provisions of this clause shall not prevent a party from seeking interim urgent court relief.

8. Notices and Service

8.1 Any notice or other information required or authorised by this agreement to be given by either party to the other may be given by hand or sent (by registered post) to the other party at the address referred to in page 1 of this agreement.

Any notice or other information sent by cable, facsimile transmission, e-mail or comparable means of communication shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy is sent by registered post to the other party at the address referred to in page 1 of this agreement within 24 hours after transmission.

In Witness Whereof this agreement has been duly executed by the parties the day and year first herein before written.

Signed for and on behalf of the)
XYZ UNIVERSITY)

Signature _____) Date _____)

Vice-Chancellor)

In the presence of:)

Signature _____) Date _____)

Chief Legal Officer)

Signed for and on behalf the)

PROGRAMME FOR AGRICULTURAL CAPACITY DEVELOPMENT IN AFRICA (P4ACAD AFRICA & Partners)

Signature _____) Date _____)

Kiringai Kamau)
Executive Director)

In the presence of:)

Signature _____) Date _____)

Prof. Robinson Kinuthia)
Director, Student Mentorship)



MODEL MOU WITH COMMODITY VALUE CHAINS

P4ACAD has discussed with Commodity Value Chains and National Government and County Government Departments to help realize the expectations of Promoting Capacity Development along selected Agricultural Value Chains driven Food Systems which is outlined in this document. The key focus shall be the MoU with the Potato Value Chain in mind as outlined in the MoU below:



MEMORANDUM OF UNDERSTANDING BETWEEN

National Potato Council of Kenya (NPCK)

AND

Programme for Agricultural Capacity Development in Africa (P4ACAD AFRICA & Partners)

SAMPLE MEMORANDUM OF UNDERSTANDING

BETWEEN

The National Potato Council of Kenya

And

Programme for Agricultural Capacity Development in Africa (P4ACAD Africa & Partners)

THIS AGREEMENT dated theday of, 2018 is made **BETWEEN**

The National Potato Council of Kenya Charter, xxxx, whose address is P.O Box xxx, town/city, in the Republic of Kenya (hereinafter referred to as "NPCK"), and the Programme For Agricultural Capacity Development In Africa (P4ACAD Africa & Partners) a company limited by guarantee and duly incorporated under the Laws of Kenya whose address is P. o. Box 35046-00200 Kenya (hereinafter referred to as the "P4ACAD & Partners" which expression shall, where the context so admit, include its successors in title and assigns);

National Potato Council of Kenya and P4ACAD & Partners are hereinafter jointly referred to as 'the parties' or each individually as 'the party'.

In pursuit of their common desire to promote the agriculture sector in Kenya for the benefit of grassroots farmer organizations, the parties shall seek to engage in the following types of cooperation:

- i. Provision/availing of industrial/farm attachment opportunities for undergraduate students of National Universities in Kenya on the farms of smallholder farmers and farmer organizational supported through knowledge delivery framework of P4ACAD & Partners.
- ii. Availing of research opportunities for Masters and PhD students of P4ACAD Collaborating Universities within the farms and aTex Centres of the farmers P4ACAD & Partners is supporting.
- iii. Promote the development and implementation of new innovations and technologies to advance the agriculture sector through food systems guided agribusinesses.
- iv. Jointly organize and run customized short soft-skills (mentorship) trainings for the above groups.
- v. Exchange scholarly publications, ideas, research and other information to advance the knowledge and practice of agriculture within a food systems dimension.
- vi. To promote collaboration and engagement with governments, research organizations, private sector, development partner and Universities in Kenya and abroad in Situ or virtually.



NOW THIS MEMORANDUM WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:

5. MUTUAL COOPERATION

National Potato Council of Kenya and P4ACAD & Partners agree to use their best endeavors to fulfill their respective obligations as set out in the MoU.

6. NPCK's Obligations

National Potato Council of Kenya agrees with P4ACAD & Partners:

National Potato Council of Kenya shall use its best endeavours:

- 6.1 To assist with recruiting Members currently working with the NPCK in their farmer Organizations as Cooperatives of Self Help Groups.
- 6.2 To, in consultation with P4ACAD & Partners, define value chain challenges that can optimize farmer owned projects which provide students in the particular field of study and research or extension support.
- 6.3 To, in collaboration with P4ACAD & Partners, conduct mentorship and continuous skills development of the students.
- 6.4 To, in collaboration with P4ACAD & Partners, review, provide feedback to the students and assist them with the collection of data as may be possible.
- 6.5 To, in collaboration with P4ACAD & Partners and NPCK Partners, review the students' practical training materials.
- 6.6 To, in collaboration with P4ACAD & Partners, and NPCK Partners create innovation and technology project opportunities for students in coordination with NPCK
- 6.7 To engage academics and experts in Research or development institutions

7. P4ACAD & Partners' Obligations

P4ACAD & Partners agrees with NPCK:

P4ACAD & Partners shall use its best endeavours:

- 7.1 To assist with recruiting students for Undergraduate field attachment and Masters and PhD research project.
- 7.2 To, in collaboration with the National Potato Council of Kenya and its partners conduct induction training to the students who have been selected for the programme prior to them accessing the field.
- 7.3 To provide opportunities for students to conduct research and test innovations on actors in the agriculture supply chain.
- 7.4 To, in collaboration with the National Potato Council of Kenya, as appropriate, define research projects for the Masters and PhD research students.
- 7.5 To engage academics and experts in other universities and research institutions
- 7.6 To work with sector partners to provide additional internships opportunities for students from the such other collaborative universities
- 7.7 To provide internship opportunities for the students from the collaborating universities
- 7.8 To liaise with government on evidence based policy recommendations supported by university research
- 7.9 To, in collaboration with the National Potato Council of Kenya provide oversight role to the students' research projects particularly when in the field
- 7.10 To, in collaboration with the National Potato Council of Kenya develop strong public-private partnerships of mutual interest to both parties and farmer organizations through student and staff mentoring programmes within the agriculture sector
- 7.11 To engage staff and consultants who will provide in-depth technical skills and dedicated time to the graduate recruits. The engagement of staff and consultants will be done together or in consultation with NPCK. P4ACAD & Partners shall meet part of these costs as will be agreed between the parties



8. Duration And Termination

- 4.1 This Memorandum shall come into force on the date it will be signed and, subject to clause 4.2 shall continue in force unless or until terminated by either party giving to the other written notice as set out hereunder, provided that such notice shall not affect any rights accrued and vested as at the date of the notice.
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 - 4.2.1 Any event or series of events or any circumstances whether related or not occur(s) or arise(s) which, in the opinion of either ; may be likely to have a material adverse effect on its ability or willingness to perform or comply with any of its obligations under this agreement.
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 - 4.3.2 That other party commits a breach of this agreement (not being a repudiatory breach of this agreement);
 - 4.3.3 An encumbrance takes possession or a receiver is appointed over any of the property or assets of that other party;
 - 4.3.4 That the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - 4.3.5 That other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this agreement);
 - 4.3.6 Anything which, under the law of any jurisdiction is analogous to any of the acts or events specified in clauses 4.3.3, 4.3.4 and 4.3.5;
 - 4.3.7 That other party ceases, or threatens to cease, to carry on business.
- 4.4 The rights to terminate this agreement given by this clause shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

5. Consequences of Termination

Upon the termination of this agreement for any reason:

- 5.1 Any obligation of either party shall be terminated;

6 Nature of Agreement

- 6.1 P4ACAD & Partners and National Potato Council of Kenya shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under this agreement through any other company which at the relevant time is its holding company or subsidiary and any act or omission of any such company shall for the purposes of this agreement be deemed to be the act or omission.
- 6.2 P4ACAD & Partners and National Potato Council of Kenya may assign this agreement and rights and obligations under it.
- 6.3 If any provision of this agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this agreement shall continue to be valid as to the other provisions and the remainder of the affected provision.

7. Proper Law and Arbitration

- 7.1 This agreement shall be governed by and construed in all respects in accordance with the Laws of Kenya.
- 7.2 The parties hereto shall use their good faith and efforts to resolve any dispute. To this end, the parties in dispute shall each promptly appoint representatives who shall meet and attempt to resolve the dispute arising between them
- 7.3 Any dispute which cannot be resolved within thirty (30) days after receipt by one party of the other party's request for such amicable settlement shall be submitted by either party to an Arbitrator in accordance with the Arbitration Act of 1995 of Kenya as amended from time to time.



7.4 The place for arbitration shall be Nairobi or such other place as may be agreed by the parties. The Arbitration proceedings, including hearings, document submission and the award shall be in English.

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Any notice or other information sent by cable, facsimile transmission, e-mail or comparable means of communication shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy is sent by registered post to the other party at the address referred to in page 1 of this agreement within 24 hours after transmission.

In Witness Whereof this agreement has been duly executed by the parties the day and year first herein before written.

Signed for and on behalf of the)
NPCK)
Signature _____) Date _____)
Chairman)

In the presence of:)
Signature _____) Date _____)
Supporting Development Partner)

Signed for and on behalf the)

Programme For Agricultural Capacity Development in Africa (P4ACAD AFRICA & Partners)

Signature _____) Date _____)
Kiringai Kamau)
Executive Director)

In the presence of:)
Signature _____) Date _____)
Prof. Robinson Kinuthia)
Director, Student Mentorship)