



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

NATIONAL DEFENCE UNIVERSITY-KENYA

NAKURU, KENYA

AND

**CENTRAL GEORGIA TECHNICAL COLLEGE
UNITED STATES OF AMERICA**

**ON COLLABORATION ON ACADEMIC AFFAIRS, RESEARCH AND COMMUNITY
OUTREACH**

A handwritten signature in black ink, appearing to be "Bm", enclosed within a large, hand-drawn circle.

A handwritten signature in black ink, consisting of stylized, overlapping loops.

THIS MEMORANDUM OF UNDERSTANDING is made on this day of 2026

BETWEEN

National Defence University-Kenya (hereinafter referred to as NDU-K) located at Lanet in Nakuru County of P.O. Box 3812 - 20100, Nakuru, Kenya

AND

Central Georgia Technical College (hereinafter referred to as CGTC) located in Georgia, 80 Cohen Walker Dr. Warner Robins, Ga. 31088, USA.

National Defence University-Kenya is represented by its Vice-Chancellor Lieutenant General DCK Tarus and Central Georgia Technical College is represented by its Executive Vice President, Jeff Scruggs.

NDU-K and CGTC, are referred to as the Parties.

BACKGROUND

WHEREAS the NDU-K, a specialised public university, provides academic programmes and undertakes research in national security and strategy and related areas within the Republic of Kenya;

WHEREAS Central Georgia Technical College established to enhance quality research, teaching and knowledge development that reflect the mission of the college, providing expertise, outstanding services by collaborating with other institutions to facilitate knowledge resources sharing.

Considering the relationships established in the framework of international development between Kenya and the United States of America;

Whereas, the Parties have previously laid the framework for partnership for education and training for global workforce development.

Whereas this Memorandum of Understanding (MOU) intends to establish the broad development, cooperation and collaboration between both parties for the promotion of international education, global student and faculty exchange, cross-cultural learning, and internationalization.

Considering the benefits of the Parties collaboration, the MOU aims to maximize opportunities for students and staff while demonstrating shared commitment throughout its terms to recognize standards of quality assurance and adherence to their respective missions.

Recognizing the mutual interest in the fields of research, education, aerospace/aviation excellence, and transfer of technology on a long-term non-commercial basis;

Recognizing the importance of the role of the two institutions in higher education and promoting international collaboration and increased contribution to social development;

Considering the legal provisions and the rules governing the Parties in their two countries;



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CONVINCED that closer collaboration between the Parties will serve their shared objectives, draw on their comparative strengths and offer benefit to their respective activities and enhance academic and research co-operation between the Parties.

The Parties hereby agree as follows:

ARTICLE 1 SCOPE AND AREAS OF COOPERATION

1. The Parties, have agreed to collaborate and coordinate their activities based on mutual interest in the fields of academic affairs, research and community outreach.
2. The Parties shall establish cooperative linkages the following areas of cooperation;
 - a. Exchange of faculty and students.
 - b. Short-term training.
 - c. Faculty development.
 - d. Exchange of subject matter expertise.
 - e. Development of joint proposals and applied research, curriculum design, technology, online instruction and education.
 - f. Exchange of ideas on best practices for international education, program/content development, continuing education, and non-credit training.
 - g. Share knowledge on planning and assessment.
 - h. Development of coursework, programs, and strategic initiatives that fulfil the Parties' missions.
 - i. Any other area as may be agreed by the Parties.
4. The duration of faculty and students exchange, virtual instruction, on-site teaching, thesis advisement, training or research assignment shall be in complete accordance with regulations established by the Parties and funding agencies.
5. Parties shall, upon mutual agreement, provide assistance in the accreditation process in complete accordance with regulations established by respective accrediting agencies.
6. The collaboration herein covers and extends to Parties' Campuses, Schools and/or Colleges where specific activities may be happening.

ARTICLE 2 OBJECTIVES AND IMPLEMENTATION



The objectives of the linkage agreement will be to enhance internationalization and educational cooperation by means of:

- a. Based on available expertise, the institutions shall encourage training, joint projects and programs.*
- b. NDU-K and CGTC will jointly submit research proposals to Government and other agencies for funding in the two countries.*
- c. Facilitate seminars, online instruction, conferences, and workshops held by the two Parties.*
- d. Encourage scientific collaboration through joint research projects, exchange of scientific and technical materials, joint development of teaching, and other materials and contribution of faculty to separate or joint publications.*

ARTICLE 3 OBLIGATIONS OF THE PARTIES

- 1. The Parties will:*
 - a. Agree on the sharing of the cost of any joint venture activities that they may engage in during the tenure of this MOU;*
 - b. Observe all rules and regulations governing the use of Parties' facilities, equipment and materials that may be used in connection with the activities of the programmes under this MOU;*
 - c. Approve all press releases and public notices relating to the activities under the MOU; and*
 - d. Make available facilities to enable the smooth running of the agreed programmes.*
- 2. The Parties will evaluate efficient models of collaboration that are mutually beneficial to the academic communities of both institutions, emphasizing workforce development.*
- 3. The Parties agree to annually evaluate appropriate costs for program(s) implementation and define financial terms related to the execution of any specific program(s) or initiative(s).*
- 4. This MOU is subject to policies, procedures, laws, and other written requirements/guidelines of the Parties' respective governing bodies, regulatory agencies, and governments, and as such, may be deemed invalid in part or in whole if in conflict with the Parties policies, laws and other written guidelines/requirements.*
- 5. The Parties will continue to explore opportunities for future collaboration as appropriate.*
- 6. Each Party will share feedback from students, faculty, and staff about experiences, and maintain a continuous dialogue supportive of student success and program sustainability.*

ARTICLE 4



FINANCIAL ARRANGEMENT

The conduct of activities under this MOU will be funded on terms to be mutually determined and agreed upon and will be subject to the availability of funds and other resources of the parties.

ARTICLE 5 JOINT COORDINATING COMMITTEE

1. *There shall be a Joint Coordinating Committee (JCC) comprising a total of six (6) members with equal representation from both Parties. The Committee may co-opt other officers of the Parties on a need basis. The Joint Coordinating Committee shall perform the following functions:*

- a. *Oversee the general implementation of the MOU;*
- b. *Provide leadership and oversight to programmes and activities being undertaken under the MOU;*
- c. *Develop follow on agreements, understandings or contracts as may be required by the Parties;*
- d. *Except as may be provided in a follow-on agreement, contract or understanding, develop guidelines for the management of financial and other resources of any collaboration activity for approval by the Parties;*
- e. *Subject to Article 20, resolve any misunderstandings and interpret the MOU as may be necessary in the course of its implementation;*
- f. *Report quarterly to the Parties the progress of implementation of the MOU including progress of planned activities or initiatives; and*
- g. *Perform any other function that may be of benefit to the Parties.*

2. *Each Party shall appoint a Joint Coordinator for the purposes of this MOU. The Joint Coordinators shall be the joint secretaries to the JCC.*

3. *Being a steering committee, the JCC's policy recommendations will be subject to the approval of relevant decision-making organs of the Parties.*

4. *The JCC shall meet at least once every two (2) years alternatingly in USA and Kenya. The Parties may agree to meet anywhere else as may be convenient.*

ARTICLE 6 SUBSIDIARY UNDERSTANDING/AGREEMENTS

1. *Without prejudice to their respective roles and obligations under this MOU, the Parties may enter into further definitive legal understandings, agreements or contracts to give effect to any provisions of this MOU.*
2. *Each subsidiary understandings or agreements will be signed by the duly authorized officers of the Parties or their designated representatives.*
3. *Without prejudice to paragraphs 1 and 2 hereinabove, the Parties may conclude such understandings, agreements or contracts through exchange of letters submitted through the Parties known addresses.*
4. *In the event of a conflict between the terms hereof and the terms of a definitive legal understanding, agreement or contract, the terms of the definitive understandings, agreement or contract shall prevail.*

ARTICLE 7 DISCLOSURE AND PUBLICATION

1. *The Parties undertake NOT to disclose the contents of this MOU to third parties and the general public except employees who are required to implement the terms of the MOU as part of their roles or functions.*
2. *Publications relating to the implementation of the MOU involving both Parties shall be done jointly.*

ARTICLE 8 CONFIDENTIALITY

No Party shall disclose any information to any third party concerning the matters under the MoU. Any proprietary information (properly identified as such by the disclosing Party) to be contained in reports or disclosed by one Party to the other Party shall be kept strictly confidential by the receiving Party and shall not be disclosed to any third Party without the prior written consent of the original disclosing Party.

ARTICLE 9 TECHNICAL AND INTELLECTUAL PROPERTY

1. *Any intellectual property rights with respect to designs, copyrights, proprietary information, data whether technical or otherwise, inventions and know-how, whether patented or not, owned or acquired by, granted to or vested in one Party hereto prior to the execution of this MOU shall remain the property of such Party.*
2. *Each Party will retain any property rights over any material (documents, reports, maps, diagrams, audio-visual works, charts and tables, photographs (including negatives), computer programmes, tables and compilations of data developed by that Party for use for the purposes of this*

MOU. Each Party may use such materials for non-commercial purposes subject to acknowledgement of the source of such material.

3. Ownership of any technical and/or intellectual property developed jointly during the course of the collaboration shall be vested in the Parties.

4. The Parties shall have the joint right to determine the social and commercial exploitation and disposition of such technical or intellectual property, and both Parties shall make joint applications for the registration of the same in their respective institutions.

5. Parties agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing of any technical or intellectual property.

6. Any publication regarding such technical or intellectual property shall only be with the prior written consent of both Parties; such consent shall not be unreasonably withheld.

7. Each Party shall be entitled to a free non-exclusive license for the non-commercial use of jointly owned technical or intellectual property.

ARTICLE 10 DATA PROTECTION

The Parties shall at all times recognize the right to the protection of personal data and shall not use personal data for any other purpose except for the purpose it is collected under this MOU. The Parties may only share personal data in lawful circumstances and shall protect personal data against unauthorized access in accordance with the requirements under the Parties domestic laws on data protection.

ARTICLE 11 GENERAL

Neither Party shall use any brand name, logo, trademark or other similar mark of the other Party without the prior written consent of that other Party.

ARTICLE 12 ASSIGNMENT

This MOU and all rights and privileges arising therefrom may not be assigned by any Party without a prior written consent of the other Party. This MOU and everything herein contained will ensure the benefits are accrued and be binding upon each of the Parties hereto and upon their respective successors and permitted assigns.

ARTICLE 13 BASIC PRINCIPLES OF IMPLEMENTATION

The Parties will adhere to the internationally accepted principles and values which will be consistent with the applicable laws.

ARTICLE 14 PARTICIPATION IN SIMILAR ACTIVITIES

This MOU in no way restricts the parties from participating in similar activities with other public or private agencies.

ARTICLE 15 NOTICES AND COMMUNICATION

1. *The Parties concerned may consult and/or contact each other by letter, email, teleconferencing or telephone whenever necessary.*
2. *For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the MOU, the official addresses or contacts for communication between the Parties will be as follows:*

For NDU-K:

The Vice-Chancellor,
National Defence University,
Lanet, Nakuru
P.O. Box 3812 - 20100,
NAKURU
Email: info@ndu.ac.ke

For Central Georgia Technical College

The President
Central Georgia Technical College
80 Cohen Walker Dr. Warner Robins, Ga. 31088, USA
Email; president@centralgatech.edu

3. *A notice;*
 - a. *Given by registered post, shall be deemed to have been received seven (7) days after the date of posting thereof;*
 - b. *Transmitted by electronic mail, shall be presumed to have been received on the date of transmission as reflected on the sender's electronic e-mail record.*
4. *A written notice or communication actually received by a Party from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.*

5. *The Parties choose as their domicilium citandi et executandi (nominated addresses) for all purposes under this MOU at the addresses referred to in this Article.*

ARTICLE 16 COMING INTO EFFECT AND DURATION

1. *This MoU will come into effect upon signature of the Parties.*
2. *This MoU remain valid for a period of five (5) years. It may be extended for a subsequent period of five (5) years at a time upon written and signed confirmation by the Parties.*

ARTICLE 17 TERMINATION

1. *Either Party may terminate this MoU at any time by giving the other Party 30 days prior written notice of its intention to do so through relevant diplomatic channels.*
2. *Any ongoing activities at the time of termination arising out of the MoU will be carried out to their logical conclusion and as if the MoU was in force.*
3. *In the event of this MoU being terminated each party will be solely responsible for the payment of any expenses it has incurred pursuant to the termination.*

ARTICLE 18 AMENDMENT

1. *This MoU may be amended as may be required from time to time by mutual written consent of both Parties. Such amendments will be signed and dated prior to any changes being made, will come into force on such a date as will be mutually agreed upon and will form part of the MoU.*
2. *Any amendment will be done without prejudice to the rights and obligations arising from or based on this MoU prior to the date of such amendment.*

ARTICLE 19 LEGAL STATUS

This MoU merely constitutes a statement of mutual intentions of the Parties with respect to its contents and does not constitute any legal obligation binding on the Parties.

ARTICLE 20 SETTLEMENT OF DIFFERENCES

Any difference that may arise out of the implementation or interpretation of this MoU will be settled amicably through diplomatic channels.



IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Memorandum of Understanding.

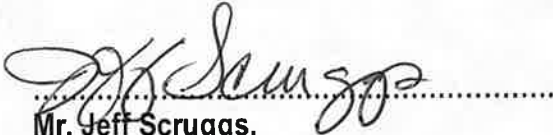
For: Central Georgia Technical College

For: National Defence University - Kenya

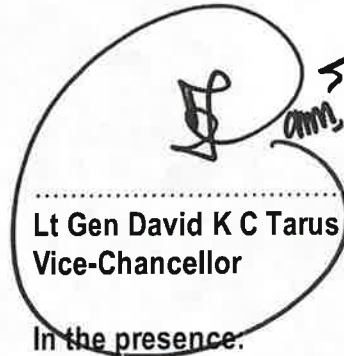


Dr. Ivan H. Allen
CGTC President

In the presence of

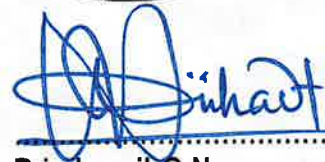


Mr. Jeff Scruggs,
CGTC Executive Vice-President



Lt Gen David K C Tarus
Vice-Chancellor

In the presence.



Brig Ismail G Noor
Commandant,
Defence Forces Technical College

19/8/2026

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