



# **KENYA MEDICAL RESEARCH INSTITUTE**

## **PARTNERSHIPS AND COLLABORATION POLICY**

**FEBRUARY, 2016**

## **Foreword**

The KEMRI Partnerships and Collaborations Policy outlines the principles and procedures governing the establishment of local, regional and international collaborations and partnerships agreement on research and innovation, capacity building and service delivery. It provides guidance on management of assets/liabilities, ownership, transfer, financing, human resources, communication and monitoring and evaluation among others.

The office responsible for partnerships and collaborations in liaison with the partnerships and collaborations committee will develop, maintain and update templates and checklists for development and processing of formal partnerships and collaborative agreements. The office works closely with potential collaborators and partners in developing the proposed agreements and contracts. The office also ensures that the Institute staff is aware of and understands the implications of this policy and related procedures. The policy will help initiate relations between KEMRI and other institutions as well as with the County Governments and international organizations for the sole purpose of enhancing research and innovations growth and development at the Institute. It will also help to extend the existing partnership network so as to enhance sharing of information and institutional growth in tandem with the national goals and demands of health. Currently, partnerships and collaborations have been conducted in a manner that has not been reflective enough of the changing dynamics of engagements thus necessitating the need for policy guidelines to streamline them.

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## **1.0 Introduction**

The Kenya Medical Research Institute (KEMRI) is a State Corporation established in 1979 under the Science and Technology (*Repealed*) Act, Cap 250 Laws of Kenya and as currently established and accredited to continue to operate as such under the Science, Technology and Innovation Act, 2013 as the national body responsible for carrying out research for human health in Kenya. The Act spells out the mandate and responsibilities of KEMRI as follows: -

- a) To carry out research in human health;
- b) To cooperate with other organizations and institutions of higher learning on matters of relevant research and training;
- c) To liaise with other relevant bodies within and outside Kenya carrying out research and related activities;
- d) To disseminate and translate research findings for evidence based policy formulation and implementation;
- e) To cooperate with the Ministries responsible for Health, the National Commission for Science, Technology and Innovation (NACOSTI) and the Medical Science Advisory Research Committee on matters pertaining to research policies and priorities; and
- f) To do all such things as appear necessary, desirable or expedient to carry out its functions.

## **1.1 Vision**

To be a leading Centre of excellence in research for human health

## **1.2 Mission**

To improve human health and quality of life through research, capacity building, innovation and service delivery

## **1.3 Relationship with the Ministry of Health**

KEMRI is a national Institute responsible for human health research with a mandate to provide solutions for health problems affecting the Kenyan public. It plays an advisory role to the Ministry of Health on matters related to research for human health.

## **1.4 The KEMRI Partnerships and Collaborations**

In carrying out research for human health and related activities, locally, regionally and internationally, KEMRI engages with various partners and collaborators at individual scientists', Centre/ Departmental/Unit and Institutional levels.

This policy applies to all the employees of the Kenya Medical Research Institute their Partners and Collaborators. Partnerships and Collaborations will be actualized through Memoranda of Understanding (MOU), Memoranda of Agreement (MOA) and other Contracts and Agreements.

## **2.0 Policy Statement**

The Institute is committed to fulfilling its national mandate of conducting research in human health in Kenya. To achieve its objectives as outlined in the strategic plan, it, among other measures, identifies partnerships and collaborations that will strengthen its research and innovation, capacity building and service delivery for sustainable national and global development. The policy aims to continuously identify and develop such collaborative agreements that will help KEMRI advance its research for human health agenda and progress towards attainment of the highest standards of health.

## **3.0 Purpose and Scope**

This policy will enable the Institute to harmonize partnerships and collaborative agreements and ensure they are aligned with the national and Institute research priorities and development agenda. This policy also specifies the roles of the parties in the management of finances, human resources and assets under the partnership/collaborative arrangements among other matters.

## **4.0 Objectives of the policy**

The objectives of this policy are:

- a) To strengthen partnerships and collaborations in research and innovation, capacity building and service delivery;
- b) To provide guidance in development, coordination and harmonization of agreements in line with the Institute strategic direction;
- c) To provide guidelines on management and sustainability of human, financial physical resources realized through partnerships and collaborations;
- d) To ensure adherence to defined legal instruments, regulation and procedures for engaging in partnerships and collaborations at all levels;
- e) To carry out continuous monitoring and evaluation of signed agreements on partnerships and collaborations at all levels.

## **5.0 Types of partnerships and collaborations**

The mandates of KEMRI include cooperation with other organizations and institutions of higher learning on matters of research and innovation, capacity building and service delivery. KEMRI's partnerships and collaborations engagements are classified into the following levels:

### **5.1 Individual initiated Engagements**

This type of partnerships and collaborations involves individual scientist/ Principal Investigators (PIs) who are employees of the Institute engaging a potential partner/collaborator for research and related activities of mutual interest on behalf of his/Centre and the Institute.

Individual research and related activities with local, regional and international institutions will be managed and monitored through appropriate mechanisms of supervision by the Centres/Departmental Heads. These activities will be subject to the Institute management and administrative policies, practices/ regulations and procedures.

This level of partnerships/collaborations is established to undertake specific project activities as described in project proposals and associated Collaborative Research Agreements. Implementation of projects at this level will be subject to regular monitoring and evaluation by KEMRI and compliance of the PI on donor reporting requirements.

### **5.2 Centre/Departmental/Unit Level Engagements**

This level of partnerships/collaborative arrangements are those which involve a Centre/ Department/Unit based on the area of specialization to carry out research and related activities proposed under the arrangement on behalf of the Institute. These partnerships are usually medium to long term engagements of three (3) to seven (7) years.

It is the responsibility of the Centres/Departments/Units to identify partners /collaborators they anticipate will be their strongest 'core' collaborators in advancing their planned research agenda.

### **5.3 Institutional Level Engagements**

This level involves engagement between KEMRI and another institution on a range of research and related activities. Such arrangements may be initiated by KEMRI Management, a Centre or an employee and will be of strategic importance to the Institute.

The instrument of engagement for these levels of partnerships/collaborations will be Memorandum of Understanding (MoU) and shall be of a general nature covering a wide

area of collaboration and details of anticipated activities. Implementation of activities under the MOU will be preceded by the signing of MOAs/ Agreements/ Contracts which will provide specific areas of collaboration and whose terms will be legally binding on the parties.

## **6.0 Procedure for engagement**

The relationship between KEMRI and any partner/collaborator will be articulated or defined in an MOU or Agreement. The following process shall be followed when developing partnerships and collaboration agreements: -

### **6.1 Processing of documents**

1. Individual Scientist, Centres, Units or Departments who intend to develop MOU/agreement will consult the office responsible/mandated for partnerships and collaborations.
2. The office responsible for partnerships and collaborations, will be provide guidelines and assistance in determining whether a formal agreement is needed or not.
3. If a formal agreement is needed, the Individual Scientist/PI with the assistance of the Centre Directors and Heads of Departments will provide details of the research and related activities to be covered under the agreement to the office responsible for partnerships and collaborations.
4. The partnerships and collaborations office and the Legal Department will provide assistance in drafting the agreement, and if need arises, provide assistance in negotiating the agreement with the proposed partner/collaborator.
5. Agreements between an individual scientist and a Funding Agency or another scientist will be forwarded to the Director, KEMRI through the partnerships and collaborations office for execution. Agreements under this level may not necessarily require to be processed through the partnerships and collaborations Committee but should be processed through the Grantsmanship office before signing by Director KEMRI.
6. Agreements between a Centre/Department/Unit and a Funding Agency or Institution and those between the Institute (KEMRI) and a Funding Agency or Institution will be processed through the partnerships and collaborations Committee prior to approval by the Director, KEMRI /Board of Management.

### **6.2 Approving and signing**

1. Once reviewed and recommended for further processing by the committee, the

agreements will be submitted to the Director KEMRI/ Board of Management for approval as follows: -

- a) Research-related partnerships and collaborative agreements will be approved and signed by the Director, KEMRI.
  - b) Institutional level research agreements will be approved by Director KEMRI and the Board notified prior to signing by the Director.
  - c) Land acquisition and collaborative infrastructural development agreements will be approved by the Board and signed by the Director, KEMRI.
2. Signed original versions of agreements will be retained in KEMRI (Office of Director, Legal Department and the office responsible for partnerships and collaborations). In addition, original version of agreement will be sent to the other institution. The lead Center/ PI should keep authenticated copy

### **6.3 Renewals**

1. Agreements due for renewal or extension will be initiated by the respective PI, Centre, Department or Unit and will be required to provide a progress report of the agreement to the Director, KEMRI through the office responsible for Partnerships and collaborations for consideration.
2. The following process will be used in the event that a review/amendment of an agreement is requested:
  - a) The parties to the agreement submit the proposed amendment for review with the relevant justification for consideration.
  - b) The Partnerships and collaborations Committee (or Grantsmanship office) reviews the proposed amendment and considers the circumstances therein.
  - c) The Partnerships and Collaborations Committee (or Grantsmanship office) deliberates on the proposed amendment in consultation with the legal and finance office, and advises the parties to the agreement.
  - d) The Committee will then submit its recommendation to the Director, KEMRI on proposed amendment(s) for consideration and signing.

## **7.0 Management of assets**

### **7.1 Acquisition of assets**

The cost of acquisition and management of assets /facilities should be stipulated in the Agreement and should be the responsibility of the project / programme whose agreement is being entered into. During the life of the agreement, the cost of operations and related liabilities will be borne by the project and its partners. All equipment (including buildings & vehicles) bought becomes property of the Institute (unless otherwise stated) and are to be used solely for the project until the project comes to an end. Use of the asset by a third party will include bearing not only the cost of doing the



tests but will include, proportionally, the cost of service, calibration, maintenance and wear and tear.

## **7.2 Land**

All land for use by the Institute should be in the Institute's name. Any developments on such land can only be initiated when KEMRI has evidence of ownership and must be guided by a master plan and KEMRI's strategic objectives and mandates. If KEMRI is to construct a facility on leased land or land acquired through alternate agreement, there should be proper regularization documents and a contract to this agreement developed and signed.

## **7.3 Human resources Management**

All partnerships and collaborations projects / programmes shall be subject to the KEMRI human resource policies. All staff serving in such projects will be subjected to the human resource manual, code of ethics, employee service regulations and all other government regulations as reflected in the Institute's HR documents. Remuneration/compensation of project staff (including PIs) will be in accordance with the Institute's HR policy.

## **8.0 Financial management**

Financial management of agreed programme/project should be implemented in line with the institutions' financial manuals, regulations and procedures responsible for the running of the project unless otherwise stated in the agreement and is in keeping with the laws of the country.

It is a mandatory requirement that all collaborations/grants put aside a percentage of the funding towards capacity building and strengthening governance systems at KEMRI. In any contractual agreement, there should be provision for negotiated institutional overheads/indirect costs to cater for the administrative management costs. In the event that this is not applicable, the Director, KEMRI will provide approval prior to the signing of such agreements

The recipient, and any sub-contractor, shall be solely responsible for the payment of their income tax and all other applicable taxes that may be required to be paid on the disbursements accrued or received from the Funding Agency. All payments under this Agreement will be made subject to any withholding required by law.

## **8.1 Management of grants**

The parties involved will incur expenses based on the budget and work plan of the project as stipulated in the project proposal and/or contract. Any expense to be incurred and not stipulated in the contractual document should be mutually agreed between the parties

and communicated to the implementing institution. All grant recipients (following the signing of collaborative agreements) should consult the Grantsmanship office with regard to management of their grants as stipulated in the contracts and to the satisfaction of the donor. Quarterly financial reports should be submitted to KEMRI through the Grantsmanship office which will be involved in the monitoring of financial processes of the project.

All employees who obtain grants by virtue of their employment with KEMRI shall be expected to channel the grants to the Institute.

## **8.2 Procurement**

Procurement of goods and services for a project / programme in an agreement or a contract shall be done in accordance with institutional procurement procedures and must adhere to the National Public Procurement and Disposal Laws. In the event that there exists alternative instruments / procedures that may be considered for procurement this will need approval by the Director KEMRI (for example sourcing and shipping of equipment).

## **9.0 Implementation of policy**

### **9.1 Role of the PI**

The KEMRI Principal Investigator (PI) will be responsible for the overall implementation of research activities in compliance with the signed agreement terms. In addition, the PI will adhere to KEMRI's research and administrative regulations, principles, procedures and practices.

The PI shall provide technical and administrative reports on the implementation status of the contract/agreement to the Director KEMRI through the office responsible for partnership and collaboration at least once in a financial year. Financial reports will be submitted through the Grantsmanship office

### **9.2 Role of Centres/departments/units**

The relevant Centre, departments, programme or unit heads will be responsible for the overall implementation of research, capacity building and/or service delivery as outlined in the signed agreement(s). In addition, the Centre, unit or programme heads will adhere to KEMRI's research and administrative regulations, principles, procedures and practices.

The Centre, unit, departments or programme heads will provide technical and administrative reports on the implementation status of the contracts/agreements to the Director KEMRI through the office responsible for partnership and collaboration once every financial year.

### **9.3 Role of the committee**

Review agreements, assist and advise PI's, Centres/ Departments/Units and make appropriate recommendations prior to approvals. The P&C committee will have a secretariat to support day to day running of activities. This committee will comprise of:

- a) Office responsible for partnerships and collaborations
- b) Assistant Director (Administration)
- c) Legal department
- d) Monitoring and evaluation
- e) At least three research scientists

### **9.4 Role of the Director, KEMRI**

The Director, KEMRI is ultimately responsible for the KEMRI P&C related issues. This responsibility is exercised through the Office responsible for P&C, Legal Department and the P&C committee. In addition:

- i) The Director KEMRI or his / her designate will sign all contractual documents on behalf of the Institute.
- ii) The Director, KEMRI will be responsible to ensure smooth operations and complete execution of the agreement.
- iii) The Director, KEMRI will appoint members of the Partnership & Collaboration Committee.

## **10.0 Publications**

All agreements should have a section which stipulates that publications will be made subject to the mutual consent of the other party.

## **11.0 Intellectual property rights**

Every signed contractual document must have a statement on how the partners shall jointly hold and retain the right to use any intellectual property including to, but not limited to patent rights, trademarks, copyrights, designs and trade secrets developed as a result of the agreement, if any. This should not unduly favor either party in the

Agreement. Such contractual documents will be subject to the KEMRI Intellectual Property Rights Policy.

## **12.0 Amendment to this policy**

This policy will be subject to periodical reviews in line with the Institute's Strategic Plan. The policy document will be reviewed at once every 3 years or earlier if there is new development including government and institutional circulars, directives and policies that have a bearing impacting on this Policy.

## **13.0 Communication**

It should be clearly spelt in the agreement who will be the contact person at each institution who will be responsible for communicating on matters pertaining to the agreement. All documentations and communication shall be written in English language. There should be a formal meeting involving all partners in the agreement to endorse any communication going public.

## **14.0 Violation of policy**

Violation of any part of the policy constitutes cause for disciplinary or other administrative action pursuant to Institutional policy.

## **15.0 Conflict of interest**

An employee shall avoid being in a position in which his personal interest conflicts with his official duties. Conflict of interest arises whenever the personal, professional or business interests of an employee are potentially at odds with the best interests of KEMRI and other partnering/collaborating institutions. Officers attached to the project shall not engage in activities that will amount to conflict of interest with regards to the operations of the institutions that have entered into the contractual arrangements. Employees should therefore not engage in research, capacity building or contracted services that are in conflict or competition with KEMRI and other partnering/collaborating institutions. All staff should observe professional code of ethics and integrity; and must sign declaration of no-conflict. Where such a conflict occurs (or is perceived to occur) the interests of KEMRI and other partnering/collaborating institutions will be balanced against the interests of the staff member and, unless exceptional circumstances exist, resolved in favour of KEMRI and other partnering/collaborating institutions

## **16.0 Monitoring and evaluation**

Implementation of all contractual engagements under this policy will be subject to regular monitoring and evaluation and will be conducted by the office responsible for monitoring and evaluation within the institute. The M&E reports will have clear recommendations and will be discussed by the partnerships and collaborations committee before submitting to the Director, KEMRI for consideration.

## **17.0 Audit reports**

All partnerships and collaborations, programmes and projects, shall be subjected to both systemic and financial audits.

## **18.0 Indemnity**

The parties involved have to indicate that they shall defend, indemnify and hold project/contract staff, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable legal fees), or claims for injury or damages arising out of the performance of the Memorandum of Understanding to be signed, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the staff.

## **References**

- 1) International Livestock Research Institute, (2012); ILRI's Partnership Strategy and Management System
- 2) Kenya Medical Research Institute, (2013); Third Strategic Plan 2013- 2017, Health Research for Development
- 3) Mount Kenya University, (September, 2015); Linkages and Partnerships Policy
- 4) Partnerships in Kenya, (2012); the Partnerships Act, 2012 of Kenya
- 5) The Law of Contracts Act, CAP 23 Laws of Kenya

- 6) The Constitution of Kenya, 2010
- 7) The Kenya Vision 2030

## **ANNEX I: Components of Partnerships and Collaborative Agreements**

Each contractual document will be different, reflecting the objectives of the agreement and the nature of the partner institutions. However, all agreements should contain the following sections:

- i) *A preamble*: this defines the institutions, their mandate, physical and postal address

- ii) A general short statement providing contextual information about the history and background to the agreement
- iii) *Purposes:* A general agreement or a Memorandum of Understanding (MoU) is usually the first affiliation document developed with a partner institution. This agreement is a means to formally recognize a relationship between KEMRI as a whole and a partner/collaborator. A general agreement identifies the activities that the two institutions wish to jointly work towards.

This section outlines the various purposes of the agreement. Such purposes may include;

- ❖ Conduct of research, innovations and related activities
- ❖ Capacity building
- ❖ Service delivery
- iv) *The scope of the agreement:* A section of the agreement should specify which activities/projects will be jointly undertaken by KEMRI and the partner institution.
- v) *Parameters of the agreement.* The agreement should include a statement to the effect that “this document constitutes the entire agreement between the parties, and that all prior discussions, agreements, and understandings, whether verbal or in writing, are merged in this document.”
- vi) *Funding arrangements:* If funds are available to support the agreement activities, they should be identified in the agreement. The text should identify the source and amount of the funds and the time during which the funds will be available.
- vii) *Abiding by institutional policies:* A section should mention that parties should abide to institutional, procedures and practices.
- viii) *The responsibility of each institution:* A section of the agreement should describe the responsibilities that each party will assume within the agreement.
- ix) *How the agreement will be evaluated:* A section of the Agreement should describe the reporting, monitoring and evaluation processes.
- x) *Modification of agreement:* A section of the agreement should describe the process by which the agreement can be modified or amended.

- xi) *Termination of agreement:* A section of the agreement should spell out the procedure for terminating the agreement, including the minimum length of time that should be used for giving notice by either party.
- xii) *Duration of the agreement:* A section of the agreement should spell out how long the agreement will be in effect. Agreements must have an “expiry date.”
- xiii) *Extension or renewal of agreement:* A section of the agreement should spell out the procedure for extending or renewing the agreement, including the minimum length of time that should be used for giving notice by either party
- xiv) *Communication and administration of the agreement:* A section of the Agreement should spell out the responsible office to communicate on behalf of their institution on matters pertaining to the agreement.
- xv) *Governing Laws:* The contractual documents should spell out the Laws that will govern the MOA, Agreement and/or Contract. Projects/Programs whose implementation is to be executed in Kenya, the MOA, Agreement and/or Contract will be subject to the Laws of Kenya unless otherwise agreed in certain specific aspects.
- xvi) *Conflict of Laws:* The contractual documents should spell out the eventuality of a partnership/collaborative relationship in the event of conflict of Laws. If a project/program is to be implemented in Kenya, then Kenyan Laws will prevail
- xvii) *Exit clause/termination:* The contractual documents should spell out terms of termination of the partnership/collaborative relationship.
- xviii) *Dispute resolution:* Every contractual document between KEMRI and its collaborative/partnership institution should have a mode of dispute resolution. The Institute encourages alternative mode of dispute resolution between parties to a partnership and collaboration. This mode includes mediation, negotiation and arbitration.
- xix) *Insurance:* Every contractual document between KEMRI and its collaborative/partnership institution should have provision for insurance for staff, study subjects, property among others in accordance with the prevailing Laws.



- xx) Statutory requirements: Every contractual agreement between KEMRI and its partner/collaborative institutions shall make provisions for deductions and remittance of statutory obligations.
- xxi) *Signatures to the agreement.* All agreements will have a signature section at the end of the agreement. The agreement is signed by both partner institutions and witnesses.

## **ANNEX II: Reporting Template**

<b>Section A: Introduction</b>
--------------------------------

Title: \_\_\_\_\_

Name of Partners involved in the contract:

(1)

(2)

(3)

(4)

Contract Identification Number: \_\_\_\_\_ Period of Agreement (durations):

From: \_\_\_\_\_ to \_\_\_\_\_

Objective(s):-

(1)

(2)

(3)

**Section B: Performance Reporting**

List objective / activity	Target	Current Status	Explanation

**Section C: Financial Reporting**

Describe the financial position below and attached financial statements

**Section D: Observation / Comments**

Any other remarks

**Official Section**

Signed by Principal Investigator		Date:	
Signed by Center Director		Date:	
Signed by Partnerships & Collaborative Office		Date:	