

MEMORANDUM OF UNDERSTANDING

BETWEEN

KENYATTA NATIONAL HOSPITAL

AND

**KIBOS INTERNATIONAL HEALTH
FOUNDATION**



THIS MEMORANDUM OF UNDERSTANDING

(hereinafter referred to as the 'MoU')

made on this **24th** day of **February** Two Thousand and Twenty-Six

BETWEEN

KENYATTA NATIONAL HOSPITAL BOARD

(hereinafter referred to as the 'KNH' which expression shall where the context so admits include its successors, and assignees)

AND

KIBOS INTERNATIONAL HEALTH FOUNDATION

(hereinafter referred to as the 'KIHf' which expression shall where the context so admits include its successors and assignees).

WHEREAS Kenyatta National Hospital Board is a state corporation established under the Kenyatta National Hospital Board Order Legal Notice 109 of 1987 with the object and purpose of providing accessible specialized quality healthcare, facilitate medical education, training and research and participate in national health policy and planning;

AND WHEREAS Kibos International Health Foundation is a Canadian non-profit international health organization whose objects include advancing access to specialized healthcare, particularly cardiovascular care, and strengthening sustainable medical capacity;

AND WHEREAS the Parties:

RECOGNIZING THAT KNH in furtherance of its mandate, is pursuing the establishment and strengthening of Centers of Excellence, including in cardiovascular and other specialized services, to enhance service delivery, improve patient outcomes, and promote financial sustainability;

ACKNOWLEDGING THAT KIHf possesses technical expertise, international partnerships, and experience in supporting specialized healthcare services, training, and infrastructure development aligned with KNH's strategic priorities. The Parties acknowledge that KIHf operates under Canadian governance and fiduciary obligations requiring clarity in asset management, liability allocation, and financial stewardship;



COGNIZANT OF THE INCREASING DEMAND for specialized healthcare services, including cardiothoracic care, and the need for strategic partnerships to enhance institutional capacity, technology, and human resource development;

MINDFUL OF THE NEED TO ENSURE that this collaboration is undertaken in compliance with applicable laws, regulations, and public sector governance frameworks, including principles of transparency, accountability, and value for money;

CONVINCED OF THE NECESSITY OF COOPERATION AND RECIPROCITY IN strengthening healthcare systems, enhancing access to specialized services, promoting knowledge transfer.

NOW THEREFORE, the Parties hereby agree as follows:

1. INTERPRETATION

1.1. In this MoU, unless the context otherwise requires:

- (a) **"MoU"** means this Memorandum of Understanding, including any annexes;
- (b) **"Parties"** means Kenyatta National Hospital Board and Kibos International Health Foundation, and **"Party"** shall be construed accordingly;
- (c) **"Work Plan"** means a mutually agreed written plan outlining specific activities, responsibilities, timelines, and, where applicable, resource requirements under this MoU.

1.2. The headings in this MoU are for reference purposes only and will not affect the interpretation or construction of its provisions

1.3. In this MoU, unless the context otherwise requires:

- (a) words importing the singular shall include the plural and vice versa;
- (b) words importing any gender shall include all genders;
- (c) references to a person shall include a natural person, corporation, partnership, or other legal entity;
- (d) references to any law or regulation shall include any amendment, re-enactment, or replacement thereof.



2. PURPOSE

- 2.1. This MoU establishes a framework for collaboration between the Parties in the development, strengthening, and delivery of specialized healthcare services, including cardiovascular care, capacity building, infrastructure development, and knowledge exchange, in alignment with national health priorities.
- 2.2. The Parties acknowledge that this collaboration is institutional in nature and does not constitute a donor-recipient relationship.

3. OBJECTIVES

- 3.1. The objectives of this MoU will be to:
- (a) Enhance access to specialized healthcare services, including cardiothoracic and related clinical services;
 - (b) Support the establishment and operationalization of Centers of Excellence at KNH;
 - (c) Strengthen human resource capacity through training, mentorship, and skills transfer;
 - (d) Facilitate acquisition, installation, and optimal utilization of specialized medical equipment;
 - (e) Promote research, innovation, and adoption of best practices in healthcare delivery; and
 - (f) Support health system strengthening in line with national frameworks.

4. SCOPE OF COLLABORATION

- 4.1. The Parties will collaborate in the following areas:
- (a) Development of specialized clinical services, including cardiovascular and related disciplines.
 - (b) Training, capacity building, and professional exchange programs.
 - (c) Technical support in infrastructure development and equipment installation.
 - (d) Joint medical outreach and community health initiatives.
 - (e) Research collaboration, data sharing (subject to applicable laws), and innovation;
 - (f) All activities will be implemented through mutually agreed written work plans; and
 - (g) Any other mutually agreed areas consistent with this MoU.

5. OWNERSHIP AND USE OF EQUIPMENT

- 5.1. Any medical equipment, devices, instruments, or related assets introduced or facilitated by KIHf under this MoU will remain the property of KIHf unless otherwise expressly agreed in writing in a separate legally binding agreement.



- 5.2. Nothing in this MoU will be construed as constituting a donation, gift, or transfer of ownership of equipment to KNH unless expressly provided in writing.
- 5.3. KNH may provide reasonable custody, maintenance support, and operational oversight of such equipment in accordance with applicable regulatory and manufacturer standards and subject to availability of resources.
- 5.4. Equipment will be deployed solely in accordance with approved work plans and the provisions set out in **Annex I** of this MoU.

6. OBLIGATIONS OF THE PARTIES

6.1. KNH will:

- (a) Provide overall clinical and operational oversight of activities within its facilities;
- (b) Retain full control over clinical services and patient care;
- (c) Facilitate access to facilities, personnel, and relevant information, subject to legal and ethical requirements;
- (d) Ensure compliance with applicable laws, policies, and institutional procedures;
- (e) Provide support for implementation of agreed activities; and
- (f) Designate focal persons for coordination.

6.2. KIHf will:

- (a) Provide technical expertise and advisory support as mutually agreed;
- (b) Facilitate partnerships and capacity building initiatives;
- (c) Support resource mobilization subject to availability and internal governance approvals;
- (d) Ensure all equipment and services meet applicable regulatory and quality standards; and
- (e) Designate focal persons for coordination and ensure its personnel comply with professional and regulatory standards.

6.3. Parties acting jointly will:

- (a) Develop joint work plans, budgets, and implementation schedules.
- (b) Ensure proper documentation, monitoring, and reporting.
- (c) Uphold principles of transparency, accountability, and mutual respect; and
- (d) Ensure compliance with ethical standards, including patient safety and data protection.



7. DURATION

- 7.1. This MoU will remain in force for an initial term of five (5) years from the date of execution and may be renewed for successive five (5) year periods by mutual agreement, subject to applicable laws and institutional approvals.

8. NON FINANCIAL COMMITMENT

- 8.1. Nothing in this MoU shall be construed as creating any financial obligation on either Party unless expressly agreed in a separate written agreement.
- 8.2. Without prejudice to paragraph 7.1, nothing in this MoU will obligate KIHf to provide financial contributions, grants, donations, or capital investments unless separately agreed in writing.

9. RISK MANAGEMENT AND LIABILITY

- 9.1. This MoU does not create a partnership, joint venture, or agency relationship. Each Party will be responsible for its own acts, omissions, and personnel.
- 9.2. Any indemnities or insurance arrangements will be addressed in separate written agreements where necessary.

10. DATA PROTECTION

- 10.1. Data sharing will comply with the Data Protection Act, 2019 and any regulations.
- 10.2. Patient data will be used only for agreed purposes, and no personal data will be transferred outside Kenya without appropriate safeguards in accordance with the law.
- 10.3. Any data breach will be notified to the other Party and the Office of the Data Protection Commissioner within seventy-two (72) hours, and the Parties will cooperate in investigations and remediation.

11. AUTHORIZED REPRESENTATIVE

- 11.1. For the term of this MoU, each party will appoint authorized personnel to act as its Representative in relation to this MoU. The authorized representatives are:

Kenyatta National Hospital Dr. Joel Lessan Senior Director, Clinical Services	Kibos International Health Foundation Professor Kieser Teresa Senior Executive Officer
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11.2. The authorized representatives will:

- (a) manage and coordinate the relationship between the Parties;
- (b) identify and address issues arising under this MoU;
- (c) follow up on agreed actions;
- (d) facilitate communication between the Parties; and
- (e) coordinate the exchange of information.

11.3. The authorized representative will ensure full cooperation in the implementation and management of this MoU.

12. **NOTICES**

12.1. Any notice or communication required or permitted to be given under this MoU will be in writing and signed by or on behalf of the Party giving such notice. Such notice will be delivered by hand, registered mail, courier, or electronic mail to the addresses set out below, or to such other address as a Party may designate by written notice to the other Party.

Kenyatta National Hospital
P.O. Box 20273-00202
Nairobi.
Email: knhadmin@knh.or.ke
ceo@knh.or.ke
directorcs@knh.or.ke

Kibos International Health Foundation
86 route 112 Weedon, J0B3J0 QC
Canada.
Email: info@ikhf.org

12.2. Any notices will be deemed to have been duly given:

- (a) if delivered by hand or courier, on the date of delivery;
- (b) if sent by registered mail, on the seventh (7th) day after posting; and
- (c) if sent by electronic mail, on the date of transmission, provided that no delivery failure notification is received.

13. **SETTLEMENT OF DIFFERENCES**

13.1. In the event of any dispute or difference arising from the interpretation or application of this MoU, the Parties will promptly consult and engage in good faith with a view to resolving the matter expeditiously in a spirit of mutual understanding and cooperation.

14. **AMENDMENT**

14.1. This MoU may be amended by mutual written agreement of the Parties.



**KIBOS INTERNATIONAL
HEALTH FOUNDATION**
TOGETHER TO HELP OTHERS

15. NON-EXCLUSIVITY

15.1. This MoU in no way restrict either Party from entering into or participating in similar arrangements or activities with other organizations, entities, agencies, or individuals.

16. NON-BINDING NATURE

16.1. This MoU sets out the intentions of the Parties and does not create legally binding obligations, except for provisions relating to data protection which will be binding.

IN WITNESS WHEREOF the Parties hereto have caused their common seal to be affixed the day and year first hereinbefore written.

Sealed with the common seal of the
Kenyatta National Hospital


DR. RICHARD LESIYAMPE
Ag. CHIEF EXECUTIVE OFFICER

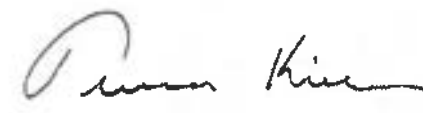
Kenyatta National Hospital
P. O. Box 20723, Nairobi

Witnessed By: 
DR. JOEL LESSAN
SENIOR DIRECTOR, CLINICAL
SERVICES

Sealed with the common seal of the
Kibos International Health Foundation



DR. AMBROSE SAMWEL
CHIEF EXECUTIVE OFFICER

Witnessed By: 
PROFESSOR KIESER TERESA
SECRETARY GENERAL



ANNEX I: ASSET DEPLOYMENT, CUSTODY AND EXIT MECHANISMS

1. Purpose

This Annex provides a framework for the deployment, custody, maintenance, and potential reassignment of equipment introduced under this MoU.

2. Deployment

Equipment will be deployed in accordance with mutually agreed written work plans specifying intended use, location, duration, and responsible oversight.

3. Custodial Arrangements

(a) KNH may provide secure storage, appropriate operational conditions, and designate responsible personnel for oversight.

(b) KNH will notify KIHf of any material malfunction, damage, or regulatory issue affecting the equipment.

4. Regulatory Compliance

Where regulatory or policy changes materially affect deployment or use, the Parties will consult promptly to determine appropriate action.

5. Suspension of Use

Where equipment cannot be lawfully or safely operated, the Parties will consult in good faith to suspend or adjust its use.

6. Reassignment or Withdrawal

In the event of termination, suspension, or regulatory constraint, the Parties will consult in good faith regarding reassignment, relocation, or withdrawal of equipment, taking into account continuity of services.

7. Ownership Confirmation

Nothing in this Annex alters the ownership provisions of this MoU.

