



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into on this 5th January 2023 (the "Effective Date") between **Migori Institute of Beauty and Professional Studies** (hereinafter referred to as "MIBPS"), a college located at Safaricom House 1st, 2nd Floors along Sirare-Migori Road opposite Post Bank and **Rieko Kenya**, a not-for-profit organization working to support poor, vulnerable and disadvantaged communities in Migori, Kenya (hereinafter referred to as "Rieko Kenya"), located in Safaricom House 4th Floor Opposite Sirare-Migori Road opposite Post Bank.

WHEREAS, MIBPS is a college that offers courses in Hair Dressing, Beauty Therapy, Dress Making, Tailoring and Hospitality; and

WHEREAS, Rieko Kenya's goal is to support the poor, disadvantaged, and vulnerable communities to alleviate poverty and amplify their voices through empowering youth, teenage mothers, and women to gain competency-based skills training that will enable them to earn a living.

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. Training of 100 Teenage Mothers, Youth, and the Vulnerable: Rieko Kenya shall oversee, supervise, and moderate the trainings. MIBPS shall collaborate with Rieko Kenya to provide employable vocational skills training to 100 teenage mothers, youth, and vulnerable individuals per year for a period of 5 consecutive years. The selection of the beneficiaries shall be done by Rieko Kenya based on the real felt needs using agreed vulnerability criteria.
- 2. Training Fees: The training fees for the beneficiaries presented by Rieko Kenya shall be offered at a discounted rate of 19,000 Kenyan Shillings per student, which is one-quarter of the amount charged to other students. It will be the responsibility of Rieko Kenya to settle the fees for each beneficiary presented for training.
- 3. Training Package: The training provided by MIBPS to the beneficiaries of Rieko Kenya funded project shall include fully fledged training on Entrepreneurship, ICT, and Life Skills, in addition to the regular curriculum offered to other students. The Parties shall work together to design a comprehensive training program that meets the needs of the beneficiaries and equips them with relevant skills for employment and entrepreneurship opportunities.
- 4. Monitoring and Evaluation: Rieko Kenya and MIBPS shall jointly monitor and evaluate the progress and effectiveness of the training program. This may include regular

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- reporting, site visits, and feedback sessions to ensure that the objectives of the training program are being met and any challenges are addressed in a timely manner.
- 5. Duration: This MOU shall be in effect for 6 years from the Effective Date after which parties can decide to terminate or renew the agreement.
- 6. Confidentiality: Both Parties shall maintain the confidentiality of any proprietary or sensitive information shared between them in connection with this MOU and shall not disclose such information to any third party without the prior written consent of the other Party, unless required by law.
- 7. Governing Law and Jurisdiction: This MOU shall be governed by and construed in accordance with the laws of Kenya. Any disputes arising out of or in connection with this MOU shall be resolved amicably through mutual discussions between the Parties.
- 8. Amendments: Any changes or modifications to this MOU shall be made in writing and signed by both Parties.
- 9. Force Majeure: Neither Party shall be liable for any delay or failure to perform its obligations under this MOU if such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, civil unrest, government actions, labor strikes, or other unforeseeable circumstances.
- 10. Entire Agreement: This MOU contains the entire understanding of the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written. This MOU may not be amended or modified except in writing and signed by both Parties.
- 11. Counterparts: This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date first above written.

Migori Institute of Beauty and Professional Studies (MIBPS):

Name: Kennedy Kiplangat. Signature:

Title: Academic Registrar

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Rieko Kenya:

Name: Edward Kabaka. Signature:

Title: Executive Director.

Stamp and Date:

RIEKO KENYA Cell:+254 729 864 061

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