



MEMORANDUM OF UNDERSTANDING

BETWEEN

SAFARICOM LIMITED

AND

INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS OF KENYA

This Memorandum of Understanding ("**MOU**") is made thisday of ("**Effective Date**") 2018 **BETWEEN:**

A. SAFARICOM LIMITED, a limited liability company incorporated in the Republic of Kenya, having its principal office at Safaricom House, Waiyaki Way, P.O. Box 66827-00800, Nairobi, Kenya (hereinafter called "**Safaricom**", which expression shall, where the context so permits, include Safaricom's successors in title and permitted assigns); and

B. INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS OF KENYA a regulatory body of Accountants in Kenya established under the Accountants Act No. 15 of 2008 and having its head office at CPA Center, Ruaraka , Thika Road, Nairobi and of P.O. Box 59963-00200 ("hereinafter called "**ICPAK**" which expression shall where the context so admit include its successors and permitted assigns).

Safaricom and ICPAK are each individually referred to as a "**Party**" and together as "**Parties.**"

1. DESCRIPTION

Safaricom and ICPAK wish to partner in initiatives to promote the growth of the Small and Medium Practitioners SMP (SMP's) by providing the SMP's with access to affordable Information and Communication Technology (ICT) products, training services and business advisory services.

2. PURPOSE

2.1 The purpose of this MoU is to establish a framework for collaboration by the Parties aimed at growing the SMP market segment and to provide a forum where SMP's customers can access a variety of products and services which are designed for the SMP sector.

2.2 The MoU is not intended to be legally binding. This MOU does not establish a joint venture or partnership between the Parties. The Parties may enter into agreements to give legal effect to the aims of this MOU and to govern the specific engagements which the Parties wish to engage in from time to time.

2.3 This MOU does not create an exclusive relationship between the Parties in relation to the subject matter of this MOU. Any Party shall be free to enter into any other similar arrangements or agreements with any other person or entity.

3. SCOPE OF THE COLLABORATION

3.1 Safaricom shall provide ICPAK with access to its SMP customers through invitations to participate in SMP forums or events and through Safaricom's publicly available online directory. The terms of ICPAK's and Safaricom's participation in specified SMP forums or events extent shall be agreed by the Parties from time to time.

3.2 ICPAK shall use its best endeavors to provide Safaricom's SMP customers who are interested in ICPAK's products and services with preferential rates.

3.3 ICPAK shall provide Safaricom with access to its members who fall within the SMP segment in order to facilitate the marketing and sale of Safaricom's products to ICPAK's members in the SMP segment. ICPAK's SMP members ICPAK who sign up for services with Safaricom shall sign up on an individual capacity and such agreements shall include provisions for termination.

- 3.4 Safaricom shall use its best endeavors to provide ICPAK's SMP members who are interested in Safaricom's products with preferential tariffs or rates on selected Safaricom products and services.
- 3.5 Safaricom shall offer ICPAK a fixed web hosting price per year with a special additional storage disk space for the Bronze Web Hosting package. The specifications of the package Safaricom shall give ICPAK are as follows.

WEB HOSTING SERVICE

PACKAGE NAME:	NORMAL PACKAGE DETAILS:	ICPAK OFFER	PRICE / YEAR LOCAL (.CO.KE, .ME.KE)	PRICE/YEAR INTERNATIONAL (.COM, .INFO, .ORG)
BRONZE PACKAGE	500 MB Disk Space, 10 Email Accounts, 5 Sub Domains, 2 FTP Accounts	2 GB Disk Space, 10 Email Accounts, 5 Sub Domains, 2 FTP Accounts	Kshs. 2,800	Kshs. 2,499
SILVER PACKAGE	2GB Disk Space, 50 Email Accounts, 50 Sub Domains, 5 FTP Accounts	5 GB Disk Space 50 Email Accounts 50 Sub Domains 5 FTP Accounts	Kshs. 3,800	Kshs. 3,499
GOLD PACKAGE	500 MB Disk Space, 100 Email Accounts, 100 Sub Domains, 20 FTP Accounts	10 GB Disk Space, 100 Email Accounts, 100 Sub Domains 20 FTP Accounts	Kshs. 5,300	Kshs. 4,999

- 3.6 Safaricom and ICPAK shall jointly work towards communicating with ICPAK's SMP members regarding service offering benefits, features and package pricing.

4. GENERAL TERMS

- 4.1 Each Party shall be responsible for its own costs and expenses incurred as a result of the entering into and implementing this MOU.
- 4.2 No license is granted under this MOU to a Party to use the other Party's trademarks, brand names, copyrights, logos or other intellectual property rights (together the **"Intellectual Property Right"**). A Party (**"Receiving Party"**) shall not use the Intellectual Property Rights of the other Party (**"Disclosing Party"**) without the prior written consent of the Disclosing Party.
- 4.3 This MOU shall be in force from the Effective Date until such time as the MOU is terminated by a Party. A Party may terminate this MOU at any time by giving thirty (30) days written notice of termination to the other Party, such notice to be served at the address indicated above. The termination of this MOU shall not affect the existence or validity of any agreements

entered into by the Parties in respect of the subject matter of this MOU, except where any such agreements entered into by the Parties contain provisions to the contrary.

4.4 This **MOU** may be amended by the Parties from time to time upon the mutual consent of the Parties. Any such amendments shall be in writing and signed by the Parties.

IN WITNESS WHEREOF the partners have caused this MOU to be executed the day and year first above written.

Signed for and on behalf of: SAFARICOM LIMITED

SIGNED by)
)

in the presence of)
 Advocate)

I CERTIFY that the above-named and.....
appeared before me on the.....day of201.....and, being known to
me/being identified by*acknowledged the above signatures or marks to be his
{theirs} and that he {they} had freely and voluntarily executed this instrument and understood its
contents.

Signed for and on behalf of: the Institute of Certified Public Accountants of Kenya

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first
above written

SIGNED by Edwin Makori)
Chief Executive Officer, ICPAK)
)

in the presence of)
 Advocate)

I CERTIFY that the above-named and.....
appeared before me on the.....day of201.....and, being known to
me/being identified by*acknowledged the above signatures or marks to be his
{theirs} and that he {they} had freely and voluntarily executed this instrument and understood its
contents.