ANNEX 1

THE COUNTY GOVERNMENT
OF BUNGOMA

Our Heritage, Our Wealth.

EIDU

MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF A DIGITAL LEARNING PLATFORM, LEARNING DEVICES AND RELATED SUPPORT SERVICES

BETWEEN

THE COUNTY GOVERNMENT OF BUNGOMA

AND

EIDU EDUCATION LIMITED

PERIOD 05/02/2025 - 05/02/2030

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered to be effective on the 5th day of February of 2025 ("Effective Date") by and between the **County Government of Bungoma** (hereafter the "County") of **P.O. Box 437 - 50200** and **EIDU Education Limited (PVT-GYUZ95A)** of West Park Towers, Jenga Leo Offices, P.O. box 2585-00606 Nairobi ("EIDU").

The County and EIDU are hereafter referred to individually as "Party" and collectively as "Parties".

WHEREAS:

1. The Bungoma County Government is one of the 47 County governments established under Articles 6(1), 176, and the First Schedule of the Constitution of Kenya. Pursuant to Part 2, paragraph 9 of the Fourth Schedule of the Constitution, management of pre-primary education institutions is one of the functions of a County government.

2. Further to its mandate, the County Government seeks to partner with private sector organizations to introduce digital learning platforms to support Learners (as defined below) attending public early childhood education centres, teachers and other public early childhood education personnel ("ECE Personnel") in order to elevate learning outcomes in a sustainable and cost-effective way.

3. EIDU is a limited liability company incorporated under the Companies Act No. 17 of 2015 *laws of Kenya* and disposed *inter alia,* to leverage digital tools and empower government agencies by providing digital platforms that support children learning in public early childhood education centres, Teachers, and other government ECE Personnel to elevate learning levels for pre-primary children and in person support to the educational infrastructure.

4. The Parties acknowledge that they have similar objectives concerning improving the learning outcomes for Learners in public early childhood education centres.

5. The Parties seek to work collaboratively in a Cost-sharing approach (as defined below) to implement a digital learning programme in County public pre-primary early childhood education ("ECE") centres.

RECOGNIZING that: -

a) Cooperation and collaboration between the Parties will reinforce private sector-led initiatives and complement county government efforts to sustainably improve learning outcomes for Learners attending public early childhood education centres.

b) Cost-sharing initiatives improve programme sustainability by establishing secure funding mechanisms and facilitating greater commitment by increasing participants' stake in programme implementation.

DESIRING to collaborate on common objectives and modalities of cooperation, and to work together towards establishing an incentive framework between the Parties for the institution of a digital learning programme ("Programme (s)") at public ECE centres.

NOW THEREFORE the Parties to this MOU express their common understanding on cooperation as follows:

1. Article 1 - Definitions.

1.1. "Cost-sharing" means a mechanism for meeting the Programme Cost (as defined below) where the County government commits to contribute resources: financial and non-financial, to the Programme /or Programme implementation beyond the funding provided by EIDU from donor fundraising.

1.2. "ECE" means early childhood education.

1.3. "Education Centre" means a public or private early childhood education facility used for conducting early childhood education and training and in the context of this MOU the meaning is restricted to public early childhood education facilities.

1.4. "EIDU Digital Platform" means EIDU's digital learning platform that operates Tayari (as defined below), invites /or enables Learners to interact with learning exercises tailored to the Competency Based Curriculum (CBC), supports Teachers with teaching resources, and training for Teachers and ECE Personnel, and includes the digital monitoring evaluation tools and dashboards for government officers and leaders respectively.

1.5. "Learner" means a person undergoing instruction in an education institution, and in the context of this MOU, means a person undergoing instruction in a public early childhood education centre.

1.6. "Learning Device" An internet accessible device that is compatible with or is provided readily installed with the EIDU Digital Platform, that can be used by Learners to access the EIDU Digital Platform CBC curricula learning exercises.

1.7. "Teacher" means a person who has been trained as a teacher as provided in law and registered as a teacher.

1.8. "Tayari" means an early childhood development and education intervention programme based on the Kenyan Competency Based Curriculum that focuses on improving school readiness as defined by the Learner's literacy, numeracy, psychological and executive function skills as originally developed and implemented by the Kenya Ministry of Education and Pearson Tayari

International ("RTI International") as a pilot programme in four counties and now digitised by EIDU and its affiliates for access via the EIDU Software Platform.

1.9. "Programme" means the implementation of digital learning in public ECE Centres within the County by provision of the EIDU Digital Learning software and hardware in a cost-sharing approach as may be more particularly set out in any Programme Implementation Tool (as defined below).

1.10. "Programme Cost" means the cost of implementing the Programme based on the number of Learners and ECE Centres participating in any Programme pursuant to a Programme Implementation Tool.

2. Article 2 - Purpose and Limitations to MOU

2.1. The purpose of this MOU is to provide a general framework to facilitate collaboration and cooperation through a cost-sharing approach between the Parties in matters of common interest in line with the County government's mandate and EIDU's Mission and Objectives and to lay the foundation for any Programme Implementation Tool (as defined below).

2.2. For any specific projects ventured into by and between the parties within the framework of this MOU, the details, terms, and conditions relating to the specific project may be provided for in a separate Contract, Local Purchase Order ("LPO"), Local Service Order ("LSO") as is customary in the procurement of services by public authorities ("Programme Implementation Tool" or "PIT") based on EIDU's rates as indicated under **Appendix A** annexed to this MOU.

2.3. The Parties confirm that nothing in this MOU should be interpreted as imposing a legal requirement on the Parties to cooperate with each other. In particular, there is no requirement to cooperate in circumstances which would place either Party in breach of their respective constitutional instruments, mandates, policies, priorities, and relevant laws as applicable ("Foundational Documents").

2.4. In keeping with the administrative nature of the arrangements in this MOU, no provision of this MOU will be understood to interfere in any way with the independent decision-making autonomy of the Parties regarding their respective affairs and operations. Nothing in this MOU is intended to run counter to or modify the terms of each Party's Foundational Documents.

2.5. This MOU should not be interpreted as imposing a requirement on either party to disclose information in circumstances where doing so would breach their statutory responsibilities. Each party is obligated to ensure that any disclosure of information pursuant to intended arrangements fully complies with the applicable law. The MOU sets out the general framework for information sharing, but it is for each Party to determine for themselves that any proposed disclosure is compliant with the law applicable to them.

3. Article 3 - Areas of Cooperation.

3.1. Without prejudice to the ability of a Party to collaborate with other entities (government and private) in similar fields covered by this MOU, the cooperation between the Parties will be in areas of common interest within the scope and limits of their respective Foundational Documents.

3.1. Joint Responsibilities.

3.1.1. Cooperation and consultations on appropriate Cost-sharing strategies for Programme implementation.

3.1.2. Convening joint meetings as mutually decided between the Parties to deliberate on the Programme, its implementation and challenges that may arise in any Programme implementation initiative; and

3.1.3. Identifying and proposing other potential areas of cooperation on a rolling basis for implementation by mutual agreement.

3.2. Role of the County Government.

3.2.1. Prioritize implementation of the Programme as a flagship project.

3.2.2. Organize and conduct Programme sensitization meetings for key stakeholders such as the Governor, Members of County Assembly, County Executive Committee Members and Chief Officers from Education and Finance involved in resource mobilization and allocation decision making processes.

3.2.3. Pursuant to any Programme Implementation Tool, finance the implementation of the Programme in the remaining fifty percent (50%) of ECE Centres not previously incorporated in any initial EIDU funded phase of the Programme.

3.2.4. By mutual agreement of the Parties following deliberations, and pursuant to any Programme Implementation Tool, assume the responsibility of financing the Programme Cost for all ECE Centres enrolled in the Programme including the Programme Cost for all ECE Centres previously financed by EIDU from year two of the Term of this MOU.

3.2.5. Ensure that during the Term (as defined below) of this MOU, Programmes to be pursued under this MOU are part of the County development and expenditure plans, budgeted for, and funds appropriated as required to cater for the County's allocated costs in line with the Cost-sharing approach and as expressly stipulated in any Programme Implementation Tool.

2.2.6. Oversee all operational and distributional aspects of any Programmes under this MOU needed to successfully run the Programmes and dedicate enough County officials to supervise and support ECE Personnel.

2.2.7. Grant EIDU and /or acquire for EIDU from relevant government agencies, required permissions and licences to access, digitise, print, and if needed, adapt all Tayari materials for the implementation of the programme.

2.2.8. Give EIDU the relevant permissions to contact all County public ECE centres' personnel directly for user research (by phone, SMS, through the EIDU app and by physical visits).

2.2.9. Support EIDU and any Programmes under this MOU by having County officials publicly showing support at meetings, events, and training organised by EIDU, and grant relevant permissions to EIDU to make public presentations on research, surveys and any reports showing the progress of the implementation of the EIDU Programme.

2.2.10. Support the Programme by securing the endorsement of important stakeholders within the Kenyan Government and the wider Kenyan Education community regarding the Programme (including Tayari).

3. Role of **EIDU.**

3.1. Subject to availability of donor funds, and pursuant to this MOU and any PIT, EIDU will provide access to the EIDU Digital Platform to Learners at fifty percent (50%) of County ECE Centres, and Learning Devices based on Learner to Learning Device ratio to be determined by EIDU in its sole discretion and expressly reserved under **Appendix A** of this MOU, for a period of one year.

3.2. EIDU shall meet the Programme Cost for the first one year of the Term of this MOU with the estimated cost per Learner in year one being Kenya Shillings One Thousand Two Hundred (KES 1,200/= + VAT). Subject to availability of donor funding and mutual agreement of the Parties, EIDU may meet the Programme Cost for year two.

3.3. EIDU will evenly distribute access to the EIDU Digital Platform across all wards in the designated 50% of County ECE Centres provided it is established the areas are safe to operate in.

3.4. While EIDU's desire will be to roll out both components of its Digital Learning Platform: digital personalised learning and structured pedagogy (Tayari), EIDU may elect to roll out the digital personalized learning aspect of the Programme before rolling out Tayari.

3.5. Pursuant to any Programme Implementation Tool, EIDU will, through its field staff, offer support to the County in the year one of the inaugural Programme

implementation subject to any adjustments based on process improvements and capacity build up, and provide trainers to facilitate initial necessary training of relevant County Staff.

3.3.3.6. In the first year of Programme Implementation, subject to availability of donor funding, and as part of the Programme Cost, EIDU shall meet the allowances for County ECE Officers, Supervisors and teachers assigned to the Programme, for the activities and at the rates set out under Appendix B of this Agreement.

3.3.3.7. Provide the County with online access to reports detailing the support activities of County ECE Personnel and support the County in its efforts to secure the endorsement of relevant stakeholders within the Kenyan Government and the wider Kenyan Education community regarding benefits of the Programme.

4. Article 4 - Mutual Understandings

4.1. The Parties agree to work collaboratively to explore and implement Cost-sharing Approach strategies throughout the Term of this MOU in order to ensure Programme Sustainability.

4.2. It is agreed and understood in relation to a Programme that subject to availability of donor funding, EIDU will provide free training and teaching materials (Tayari big books) for the rollout of Tayari in year one of the Term of this MOU.

4.3. It is understood that EIDU's operational budgets are dependent on investments and donor funding supplements subject to donor government agencies' regulation as prescribed from time to time, if EIDU fails to access sufficient funds to supplement its operational budgets, it may discontinue its participation under this MOU and any Programme at any time with three months notice.

4.4. Further and pursuant to clause 4.2. above, it is agreed and understood that EIDU can only guarantee funding the Programme in terms of the Programme Cost for the year one of the Term of this MOU. Funding for year two of the MOU will be entirely dependent on availability of donor funding.

4.5. The Parties mutually agree that the Programme Cost for any particular Programme, and as may be specially reserved in a PIT will be subject to annual reviews and adjustments in every succeeding year of the Term (as defined below), due to inflation, Tax measures and directives, and other economic conditions and that all annual reviews shall be initiated for deliberation and agreement within four months to the end of a calendar year within the Term.

4.6. In relation to any Programme, the Parties agree that the Programme Cost only covers the items /or services expressly reserved under **Appendix A** and expressly stipulated under any PIT.

4.7. The Parties mutually agree that any Learner to Learning Device ratios in relation to any Programme will be those reserved under **Appendix A** of this MOU unless otherwise reserved under a PIT.

4.8. The Parties mutually agree that a Programme scope may be reduced /or expanded under any PIT based on any particular Cost-sharing Approach strategy adopted by the Parties.

5. Article 5 - Confidentiality, Security and Data Breach Reporting.

5.1. Each Party shall undertake to preserve the confidentiality of information, document or data received from the other Party during the implementation of this MOU. Such information shall not be communicated to any third party without prior consent of both Parties. In the event of termination, the Parties agree that the preservation of confidentiality shall continue to apply to the activities undertaken during the duration of the MOU.

5.2. Where confidential material obtained from, or shared by, a Sender is wrongfully disclosed or used by a Recipient, the Recipient will bring this to the attention of the Sender without delay.

6. Article 6 - Intellectual Property.

6.1. The Parties acknowledge that any intellectual property brought by one Party for the implementation of this MOU will remain the property of that Party.

6.2. If any intellectual property rights should arise from an activity carried out in accordance with this MOU, the Parties understand it will be subject to separate and specific arrangements concluded between the Parties in relation to the specific activity.

7. Article 7 - Review of the MOU.

7.1. The Parties will monitor the operation of this MOU and review it if either Party so requests. Any issues arising in relation to this MOU will be notified to the designated point of contact for each Party. Any amendments to this MOU will be made in writing and signed by each Party.

8. Article 8 - Non-binding effect of MOU and Dispute Settlement.

8.1. This MOU is a statement of intent that does not give rise to legally binding obligations on the part of either Party. The Parties have determined that they do not exchange enough personal data to warrant entering into a separate data sharing agreement, but this will be kept under review.

8.2. The Parties will settle any disputes or disagreement relating to or arising from this MoU amicably through consultations and negotiations in good faith.

8.3. The Parties understand and agree in relation to a particular Programme, an appropriate dispute resolution framework or mechanism may be established under the particular Programme Plan.

9. Article 9 - Designated Contact Persons

9.1. The following persons will be the designated contact points for the Parties for matters under this MOU and will maintain open dialogue between them to ensure that the MOU remains effective and fit for purpose. They will also seek to identify any difficulties in the working relationship, and proactively seek to minimise the same. A Party may change its designated contact point for the purposes of this MOU upon notice in writing to the other Party

County Government	EIDU
Eng. Agnes Nallaka Wachie **The Executive Committee Member,** Education and Vocational Training **P.O. Box 437 - 50200** Bungoma County.	**Ms. Joyce Wesonga** government@eidu.com **Government Relations & Corporate Affairs Manager** EIDU Education Limited West Park Towers, Jenga Leo Offices 12th Floor, P.O box 2585-00606 Nairobi.

10. Article 10 - Entry into effect and Termination.

10.1. This MOU will come into effect upon its signature by the Parties and remain in effect for five (5) years (hereafter, the "Term") unless terminated by either Party upon three months' written notice to the other Party.

10.2. Should the MOU be terminated by either Party, steps will be taken to ensure that termination does not prejudice any Programmes or activities implemented within the framework of this MOU.

11. Article 11 - Execution and MOU Counterparts.

11.1. Parties may execute this MOU electronically by electronic signature. This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all such counterparts constituting one MOU.

IN WITNESS TO WHICH, this MOU was signed by duly authorized representatives of the Parties on the Effective Date.

FOR AND ON BEHALF OF THE **BUNGOMA COUNTY GOVERNMENT.**

COUNTY EXECUTIVE MEMBER
DEPARTMENT OF EDUCATION &
VOCATIONAL TRAINING
05 FEB 2025
BUNGOMA
P. O. Box 437-50200,

5/2/2025

.....

ENG. AGNES NALIAKA WACHIE
THE COUNTY EXECUTIVE COMMITTEE MEMBER EDUCATION AND VOCATIONAL TRAINING

Witnessed by: -

05/02/2025.

.....

MR. SAM NALWA WANJALA
CHIEF OFFICER EDUCATION AND VOCATIONAL TRAINING

5/2/25

.....

MS. PURITY KAFUNA MASINDE
COUNTY SOLICITOR

OFFICE OF THE COUNTY ATTORNEY
05 FEB 2025
P. O. Box 437-50200,
BUNGOMA
COUNTY GOVERNMENT OF BUNGOMA

FOR AND ON BEHALF OF EIDU EDUCATION LIMITED

05/02/2025

MS. JOYCE WESONGA
GOVERNMENT RELATIONS AND CORPORATE AFFAIRS MANAGER

Witnessed by: -

05/02/2025.

MS. LILIAN AVUGWI
GOVERNMENT RELATIONS SPECIALIST

EIDU EDUCATION LIMITED
P.O. Box 2585 - 00606
NAIROBI

EIDU EDUCATION LIMITED
05 FEB 2025
P.O. Box 2585 - 00606
NAIROBI

APPENDIX A - PROGRAMME COST

Programme Cost per Learner in KES	Number of ECD centers	Estimated Learner to ECD center Ratio	Learner to Device Ratio	Learning Devices
KES 1,200 + VAT per learner	...	...	23:1	...

APPENDIX B - RATES FOR ECE PERSONNEL

Activity	Rates	Limits
EIDU Teacher Training - Teacher attendance	Transport reimbursement of KES 400/= per teacher for a full day of EIDU scheduled training	- Limited to teachers who support active classes in the Programme.
ECE Officer - EIDU Training	Transport reimbursement of KES 1000/= per ECE Officer for a full day of EIDU scheduled training.	- Limited to ECE Officers assigned to participating schools in the Programme.
ECE Officer - EIDU Teacher Training	Transport reimbursement of KES 1000/= per ECE Officer for a full day of EIDU scheduled training.	- Limited to ECE Officers assigned to participating schools in the Programme.
ECE Officer - EIDU School Visit	KES 500/= per ECE Officer per day.	- Each school should receive no more than one paid visit per month from an assigned ECE Officer, and each school should be assigned to only one ECE Officer. - KES 10,000/= maximum payment per month per ECE Officer. - Limited to ECE Officers assigned to schools participating in the Programme
ECE Officer - Airtime Allocation	KES 500/= per ECE Officer per month.	- Limited to the active months of the school term. - Limited to ECE Officers assigned to schools participating in the