

**INTERGOVERNMENTAL PARTNERSHIP  
AGREEMENT BETWEEN**

**NATIONAL GOVERNMENT THROUGH THE  
MINISTRY OF EDUCATION**

**AND**

**COUNTY GOVERNMENT OF NAKURU**



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## **INTRODUCTION**

### **ON THE ISSUANCE OF BURSARIES AND SCHOLARSHIPS**

This Agreement is made this .....day of .....2025

#### **BETWEEN**

The National Government of the Republic of Kenya, through the Ministry of Education, as represented by the Cabinet Secretary, whose registered office is Jogoo House B, P.O. Box 30040-00100, Nairobi (hereinafter referred to as the Ministry, which expression shall where the context so admits include its successors and assigns) on the one part,

#### **AND**

The County Government of NAKURU as represented by the Governor, whose registered office is NAKURU TOWN, P.O Box 28770-20100 (Hereinafter referred to as the County Government which expression shall where the context so admits include its successor's and assigns) on the, other part; (Individually referred to as "Party" and collectively as "Parties")

#### **WHEREAS;**

- 1.1.1 The Constitution of Kenya establishes a devolved system of governance, at the National and County levels. The two levels are distinct and interdependent and shall conduct their mutual relations on the basis of consultation and cooperation with a service centric approach;
- 1.2 Article 186 of the Constitution recognizes the respective functions and powers of the National and County Governments;
- 1.3 Article 189 (1) of the Constitution provides that government at either level shall perform its functions and exercise its powers, in a manner that respects the functional and institutional integrity of government at the other level, and respects the constitutional status and institutions of government at the other level; assist,



- support and consult and, as appropriate, implement the legislation of the other level of government; and liaise with government at the other level for the purpose of exchanging information, coordinating policies and administration and enhancing capacity;
- 1.4 Article 189 (2) of the Constitution provides that government at each level, shall cooperate in the performance of functions and exercise of powers and, for that purpose, may set up joint committees and joint authorities;
  - 1.5 The Intergovernmental Relations Act, Cap 265F provides for the establishment of a framework for cooperation between the National and County Governments;
  - 1.6 Article 21 of the Constitution places a fundamental duty on the State and all its organs to respect, protect, promote, and fulfill the rights and freedoms in the Bill of Rights, taking legislative, policy, and other measures to progressively realize the rights under Article 43;
  - 1.7 Articles 43 (1) (f) guarantees a right of every person to education;
  - 1.8 Article 53 (1) (b) guarantees a right of every child to free and compulsory basic education;
  - 1.9 Article 54 (b) provides that a person with any disability is entitled to access educational institutions and facilities for persons with disabilities that are integrated into society to the extent compatible with the interest of the person;
  - 1.10 Article 55 (a) obligates the State to take measures including affirmative action programmes to ensure that the youth access relevant education and training.
  - 1.11 Article 56 (b) obligates the State to put in place affirmative action programmes designed to ensure that minorities and marginalized groups are provided with special opportunities in educational and economic fields;

- 1.12 The Fourth Schedule of the Constitution on distribution of functions between the National and County Governments recognizes that education and training is a concurrent function to be undertaken by the two levels of Government;
- 1.13 The issuance of bursaries and scholarships by any level of government to any person is a social protection measure aimed at realizing Article 43(3) of the Constitution and ultimately promoting inclusive economic development and enhancing human development objectives including better outcomes in education;
- 1.14 To ensure the effective discharge of respective mandates pertaining to education and training, a cooperative and consultative approach to deliver the constitutional right of every person to education and training in an integrated and harmonized manner is necessary;
- 1.15 The Parties desire to formalize the intention of promoting a cooperative and collaborative approach in provision of education and training in Kenya;

NOW THEREFORE, having considered the above the Parties hereby solemnly agree as follows:

## **E 1: OBJECTIVES**

- 1.1 The objectives of this Agreement are to: -
  - a) Provide for a structured framework for partnership between the National and the County Government in issuance of bursaries and scholarships;
  - b) Promote transparency and accountability in the utilization and management of bursaries and scholarships in the education and training sector;
  - c) Promote sharing of resources in education service delivery;
  - d) Enhance and promote equitable access to quality and inclusive education;
  - e) Facilitate an inclusive and collaborative approach in the provision and management of bursaries and scholarships;
  - f) Establish mechanisms for mutual sharing of information; and
  - g) Collaborate in resource mobilization and utilization.
- 1.2 The Parties shall make every reasonable effort to ensure the achievement of the objectives of this Agreement;
- 1.3 This Agreement facilitates cooperative execution of shared responsibilities in line with Article 6(2), Article 189 and Schedule 4 of the Constitution.

## **ARTICLE 2: AREAS OF PARTNERSHIP**

- 2.1 The Parties shall consult, cooperate and support each other as appropriate in the Development and implementation of programmes in education and training specifically, in the issuance of bursaries and scholarships within the County;
- 2.1 Bursaries and scholarships will be issued to poor and vulnerable learners and trainees in basic education institutions, technical and vocational education and training institutions and universities

## **ARTICLE 3: ROLES AND RESPONSIBILITIES OF THE PARTIES**

### **3. ROLES OF THE NATIONAL GOVERNMENT**

- a) Provide policy, standards and norms to support the issuance of bursaries and scholarships; b) Provide education infrastructure and amenities;
- c) Capacity building to support the County Government in the implementation of issuance of bursaries and scholarships under this Agreement;
- d) Budget for the implementation of identified programmes under this Agreement;
- e) Share information on institutions, learners, trainees and students and their performance;
- f) Establish and maintain a central management information system on the beneficiaries of the bursaries and scholarships;
- g) Sensitize the staff, the managers of education institutions, within the National Government's mandate, and other Government Ministries, Departments and Agencies on the implementation of this Agreement;
- h) Issue ministerial directives and guidelines to heads of institutions, education managers and other administrators necessary for the implementation of this Agreement;
- i) Provide quality and relevant data for the purposes of planning, monitoring and evaluation of this Agreement; and
- j) Report to the National Treasury and Economic Planning and Parliament on implementation of this Agreement.

### **3.2 ROLES OF THE COUNTY GOVERNMENT**

- a) Develop the requisite legal and policy framework to support the issuance of bursaries and scholarships;

- b) Develop guidelines for identification of beneficiaries of the bursaries and scholarships;
- c) Provide education infrastructure and amenities;
- d) Budget for the implementation of the identified programmes under this Agreement;
- e) Sensitize the County Officials, community members and other relevant stakeholders on the implementation of this Agreement;
- f) Issue County-level directives and guidelines on the implementation of bursaries and scholarships funds by County Governments;
- g) Maintain data of the beneficiaries of the bursaries and scholarships;
- h) Share information pertaining to the implementation of the programmes under this Agreement; and
- i) Report to the County Assembly and Council of Governors on the progress of implementation of bursaries and scholarships.

#### **ARTICLE 4: JOINT RESPONSIBILITIES**

The Parties shall:

- a) Ensure implementation of this Agreement;
- b) Monitor and evaluate the implementation this Agreement;
- c) Share data for effective implementation of this Agreement;
- d) Establish and maintain a management information system on the beneficiaries of the bursaries and scholarships; and
- e) Comply with all relevant laws.

## **ARTICLE 5: FINANCIAL ARRANGEMENTS**

### **5.1 Source of Funds**

- a) National Government expenditure under this Agreement shall be budgeted for and funded from the Consolidated Fund.
- b) County Government expenditure under this Agreement shall be budgeted for and funded from the County Revenue Fund.
- c) The Parties may jointly or separately mobilize resources from Development Partners and other Agencies with approval of the National Treasury and County Treasury to support the implementation of this Agreement.

## **ARTICLE 6: MONITORING, EVALUATION AND REPORTING**

- 6.1 The parties shall jointly identify performance indicators and agree on modalities of joint supervision;
- 6.2 Report to the Intergovernmental Sector Consultative Forum, established pursuant to Section 20 (2) of the Intergovernmental Relations Act (2012), the progress of the implementation of this Agreement.

## **ARTICLE 7: DURATION**

- 7.1 This Agreement shall take effect from the date of execution by the parties and shall remain in force for an initial period of 3 financial years.
- 7.2 This Agreement may be renewed for a further period as agreed by the Parties.

## **ARTICLE 8: GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the Laws of the Republic of Kenya.

## **ARTICLE 9: DATA PROTECTION**

This Agreement shall be implemented in compliance with Data Protection Act, Cap 411.

## **ARTICLE 10: CONFIDENTIALITY**

No party shall disclose any information to any third party concerning the matters under this Agreement without prior written consent of the disclosing Party. Any information to be contained in reports or disclosed by one Party to the other Party, shall be kept strictly confidential by the receiving Party and shall not be disclosed except in furtherance of their performance under this Agreement.

## **ARTICLE 11: BEST ENDEAVOURS**

Both Parties will use their best endeavors to facilitate all formalities in connection with the preparation, negotiation and implementation of this Agreement and to maintain close and direct contact.

## **ARTICLE 12: DISPUTE RESOLUTION**

Any dispute that may arise out of the implementation and interpretation of this Agreement will be settled amicably through mutual negotiations between the Parties.

Where the Parties are unable to settle a dispute amicably, the Parties will refer the dispute to the Intergovernmental Relations Technical Committee.

## **ARTICLE 13: FORCE MAJEURE**

Each party will notify the other party of any circumstances or event which is beyond its reasonable control and which makes the performance of its obligations and or the Agreement impossible or so impractical as to be considered impossible under the circumstances.

#### **ARTICLE 14: WAIVER**

No waiver of any of the terms and conditions of this Agreement shall be binding or effectual for any purpose unless expressed in writing and signed by the Parties hereto giving the same, and any such waiver shall be effective only in the specific instance and for the purpose given. No failure or delay on the part of any of the parties hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the exercise of any other right power or privilege.

#### **ARTICLE 15: INDEMNITY**

Each party shall indemnify the other party, its officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses, arising out of or related to third party claims arising from the failure of either Party to fulfil its obligations as set out herein.

#### **ARTICLE 16: AMENDMENTS**

This Agreement may be amended from time to time by mutual written consent of both Parties. Such amendments shall be signed and dated by both Parties prior to the changes being made and shall come into force on such a date as shall be mutually agreed upon by the parties and shall form part of this Agreement.

#### **ARTICLE 17: ENTIRE AGREEMENT**

This Agreement and any subsequent annexures constitute the whole agreement between the parties hereto and no variations thereof shall be effective unless made in writing and signed by both parties AND both parties hereby acknowledge that they are not entering into this Agreement in reliance upon any representations whether express or implied other than those made or expressly referred to herein.



## **ARTICLE 18: EXISTING AND FUTURE ARRANGEMENTS**

- 18.1 Any existing arrangements with third parties that fall within the scope of this agreement shall continue in so far as they are not inconsistent with this Agreement. In the event of any inconsistency, the existing arrangements shall be reviewed to ensure consistency with this Agreement.
- 18.2 The Parties herein, may either jointly or severally, and upon the requisite due diligence, enter into agreements with other third parties for purposes of supporting the implementation of this Agreement, provided that such arrangement with third parties is consistent with this Agreement.

## **ARTICLE 19: TERMINATION**

- 19.1 Parties may terminate this agreement by mutual consent.
- 19.2 Where a Party is:
- a) Unable or unwilling to carry out its obligations under this Agreement; or
  - b) In material breach of this Agreement;
  - c) The other Party may give three (3) months' notice of intention to terminate the Agreement
- 19.3 Termination of this Agreement shall be without prejudice to any accrued rights and obligations as at the date of termination. The termination of this Agreement will not affect the completion of any ongoing programmes commenced during the existence of this Agreement unless otherwise mutually agreed by the Parties in writing.

## **ARTICLE 20: COMMUNICATION**

Any communication and notices under this Agreement shall be effective as of the date of receipt and shall be deemed to

have been sufficiently given if sent by personnel delivery, registered mail, postage prepaid, or e-mail and must be directed to the Head Offices of the Parties as follows;

**THE CABINET SECRETARY**

P.O. Box.....

Email. ....

Telephone. ....

**H.E. GOVERNOR**

P.O. Box. ....

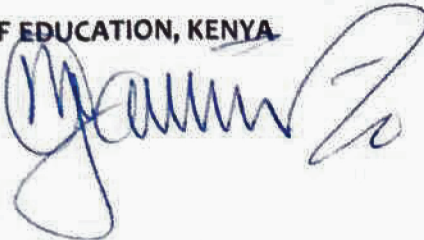
Email ....

Telephone.....

IN WITNESS WHEREOF the undersigned, being the duly authorized representatives of the Parties have caused this Agreement to be executed the day and year first above written.

MINISTRY OF EDUCATION, KENYA

Signature:



Name:

Title: CABINET SECRETARY

Date:

COUNTY GOVERNMENT OF NAKURU

Signature:



Name: DAVID K. KONGS

Title: GOVERNOR

Date: 19-05-2025

WITNESSED BY:

Signature:



Name:

Joshua Wabuke

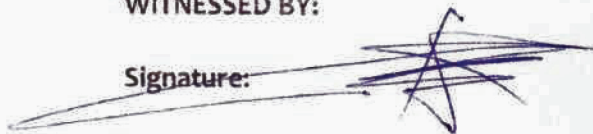
Title:

Legal Counsel

Date:

WITNESSED BY:

Signature:



Name:

3. NYAMWANGE

Title:

URU COUNTY  
ATTORNEY

CALEB B. NYAMWANGE  
NAKURU COUNTY  
ATTORNEY

Date:

19/5/2025