

KENET MEMBERSHIP CHARTER

FOREWORD BY THE CHAIRMAN OF THE BOARD OF TRUSTEES

The Kenya Education Network Trust (KENET) was constituted as a Trust in the year November 2000 after one year of meetings with stakeholders that included mainly higher education and research institutions. The 2000 Trust Deed initially restricted membership to educational institutions that were assumed to include research institutions. In the period 2000 – 2003, KENET Trustees admitted mainly higher education institutions, international and Kenyan research institutions as well as institutions that had education mandates such as Kenya Institute of Education, Kenya National Examinations Council and the Teachers Service Commission. The membership categories were defined in the Trust Deed and it is the Board of Trustees reviewed the applications and approved membership. There were no explicit rules for members and their relationships with the Trust and Board of Trustees.

In the period 2000 – 2016, the KENET membership was dominated by public and private universities with many new university colleges joining KENET. KENET had a membership of 160 as of November 2019 with only 70 members in the university category. The other categories of members research institutions, TVETs, Medical Colleges, Teaching Hospitals and government-affiliated institutions that are associated with educational institutions such HELB, KUUPS, Universities Fund. All of these members are part of the research & education ecosystem of Kenya and often need to collaborate and operate as one academic community. It is also expected that the TVETs membership shall increase to over 200 in the next 24 months. Teaching and referral hospitals membership category is also likely to grow in the next 24 months.

KENET Board of Trustees therefore decided in 2018 to develop a membership charter in order to strengthen the KENET community and enhance its sustainability. This is the first membership charter develop with the support of governance consultants Umsizi & Associates.

The Board of Trustees hopes this Membership Charter will strengthen the academic community of Kenya in order to enhance the quality of education and the research & innovation productivity of Kenya.

Prof. Paul Tiyambe Zeleza

Chairman

Board of Trustee of KENET

& Vice Chancellor, USIU-Africa

PREFACE BY THE EXECUTIVE DIRECTOR

Kenya Education Network was first licensed in 2002 by the Communications Commission of Kenya (now Communications Authority of Kenya) to build and operate a private national academic network to interconnect educational and research institutions that were members. Initially, KENET did not have the resources to build a network and therefore worked in partnership with Telkom Kenya that was the operator of national Internet backbone. KENET members were entitled to 50% of the commercial Internet prices.

In the 2007, KENET members received a Government of Kenya / World Bank infrastructure grant to build and operate a national broadband network and a data. Center. This grant was only for the 55 member institutions in 2007. This infrastructure funding along with VAT exemption over a period of 10 years has allowed the network to connect up 300 campuses of member institutions in 36 counties. This network and data centre allow KENET to provide not only basic Internet services but also cloud services and research & education services. KENET also serves as the Cybersecurity Emergency Response Team for the academic community of Kenya. KENET is now 100% sustained by members.

We expect the Membership Charter to strengthen the KENET community so that it can advance its research & education collaboration mandate and attract research & infrastructure funding from the government, foundations, and development partners.

Prof. Meoli Kashorda
Executive Director

TABLE OF CONTENTS

1. INTRODUCTION	4
2. PRINCIPLES OF MEMBERSHIP	4
3. MEMBERSHIP	5
3.1 <i>Eligibility for Membership</i>	5
3.2 <i>Application for Membership</i>	5
3.3 <i>Benefits of Membership</i>	5
3.4 <i>Membership and Subscription Fees</i>	6
3.5 <i>Suspension of Membership</i>	6
3.6 <i>Cessation of Membership</i>	6
4. SUPPORT	6
5. GOVERNANCE	7
6. ACCOUNTABILITY AND ACCESS TO INFORMATION	7
7. CONFIDENTIAL INFORMATION	8
8. SETTLEMENT OF DISPUTES	9
ANNEX 1: ACCEPTANCE DOCUMENT	9
ANNEX 2: THE SERVICES	10
ANNEX 3: MEMBERSHIP FEES	10

1. INTRODUCTION

KENET is a non-profit membership organisation registered as a Trust under the Trustees (Perpetual Succession) Act, Chapter 164 of the Laws of Kenya. Pursuant to the Trust Deed, KENET is governed by a Board of Trustees which has delegated certain operational functions to a Management Board. The Board of Trustees and the Management Board each abide by their respective governance charters which set out the roles and responsibilities of each governance organ. KENET was endorsed by the Ministry of Education as the National Research and Education Network (NREN) of Kenya in the year 2009, is duly recognised as such in the country's National Broadband Strategy 2018-2023, and is licensed by the Communications Authority of Kenya to build and operate the private national network that interconnects the institutional campus networks and to provide Internet and community cloud services to member institutions. All educational and research institutions in Kenya qualify to subscribe to KENET's services as members.

This Membership Charter is complementary to the Trust Deed, and to the legal and regulatory requirements relating to the Trust and the Trustees. The Charter sets out the corresponding roles and responsibilities as between KENET and its subscribers, and defines Membership standards, policies and procedures in order to:

- a) Deliver member-focussed outcomes in a robust, structured and 'future-proof' manner
- b) Address members' expectations
- c) Clarify Members' roles and responsibilities

2. PRINCIPLES OF MEMBERSHIP

The following principles are fundamental to the relationship between KENET and its members:

KENET is established as an irrevocable Trust to:

- a) Provide sustainable and affordable high-speed internet connectivity
- b) Facilitate electronic communication among beneficiaries in member institutions
- c) Support the sharing of teaching and learning resources among member institutions
- d) Support teaching and learning over the internet for beneficiaries in member institutions
- e) Collaborate in the development of relevant content of syllabi in member institutions
- f) Collaborate in research in member institutions

2.1 KENET shall provide the services set out in Annex 1 to its Members.

2.2 KENET and its Members value their collaborative strength, and the strength of their shared objectives as set out in the Trust Deed.

2.3 KENET has obligations to its Members and is accountable to them through the governance structures, policies and procedures adopted by the Trustees from time to time.

2.4 Membership in KENET places a continuous obligation on each Member to act in good faith in furtherance of the objectives of KENET.

-
- 2.5 Membership in KENET requires that each Member adheres to the obligations of Members which are set out in this Membership Charter, and supported by:
- a) The trust deed, as varied from time to time
 - b) The membership policies adopted by the trustees from time to time
 - c) Any service level agreement entered into between kenet and a member
 - d) Any agreement for the provision of goods or services entered into between KENET and a Member
- 2.6 In the event of any inconsistency between this Membership Charter, the Trust Deed, a service level agreement or other agreement entered into between KENET and the Member, the order of precedence in interpretation shall be:
- a) The trust deed
 - b) The membership charter
 - c) The service level agreement or other agreement entered into between KENET and the Member

3. MEMBERSHIP

3.1 Eligibility for Membership

All educational and research institutions in Kenya are eligible to subscribe to KENET's services as members. Membership criteria will include:

- a) Educational and Research goals and capacities
- b) Evidence of effective governance
- c) Consistency of organisational goals with those of KENET
- d) Extent to which the proposed Member's operations are or may be in competition with or complementary to KENET's existing operations
- e) Commitment to contribute to the continued performance and growth of KENET

The Trustees may establish additional criteria from time to time in their regular review of KENET's membership policies and published in the membership application forms

3.2 Application for Membership

All applicants shall submit their applications for membership to the Executive Director who shall, at the next meeting of the Board of Trustees, submit all eligible applications to the Trustees for their consideration and approval. Each application shall include the proposed member's undertaking to be bound by the terms Trust Deed and this Membership Charter as amended form time to time.

3.3 Benefits of Membership

Members of KENET will enjoy the following benefits, among others:

- a) Affordable and reliable Internet connectivity and services: cost-effective high-speed and reliable Internet coupled with ICT technical support and responsiveness for fast resolution of network problems

- b) Capacity development: academic and research community support and training for ICT staff, ICT directors, faculty, researchers and senior leadership
- c) Excellent member experience: access to advanced research services and global high-performance computing facilities and affordable shared services such as collocation of servers, virtual servers, or remote storage for e-learning, research and administrative information services
- d) Linkages: opportunities for research and education collaboration with universities and researchers in Kenya, Africa and globally
- e) Advisory services: advanced ICT advisory services in campus network design, network diagnostics, ICT infrastructure procurement and project management, and campus security

3.4 *Membership and Subscription Fees*

Membership Fees and Annual Subscription Fees for all categories of membership shall be determined by the Trustees from time to time in the format set out in Annex 2 of this Charter.

3.5 *Suspension of Membership*

A Member who fails to pay the prescribed annual subscription fees for a period of two (2) consecutive years may be suspended from membership for such period as the Trustees shall determine. During the period of suspension, the member will have no access to the services listed in Annex 1 or to the benefits indicated in clause 3.3 above.

3.6 *Cessation of Membership*

- a) Where a suspended member's subscription fees continue to remain outstanding for an additional period of one (1) year past the date of suspension without any demonstrable effort at settlement of the outstanding fees, the suspended member shall, as a final resort, have their membership revoked by the Trustees and thus cease to be a Member of KENET
- b) Each Member agrees that a failure on its part to comply with any provision of this Membership Charter will constitute conduct prejudicial to the interests of KENET and may result in the member forfeiting membership in KENET

4. **SUPPORT**

4.1 The Members agree that in carrying on the affairs of KENET, when KENET requires goods and/or services that can be provided by a Member the following rules will apply:

- a) The member will be given a fair and equal opportunity to bid to provide such goods and/or services

- b) If the member's proposal is at least equal to the best proposal received by kenet from a third party that member will be given preference in the allocation of that business
- c) If kenet receives proposals from more than one member, which are equal, kenet will undertake a ballot to determine which of the members is to be allocated the business unless otherwise agreed by unanimous resolution of the Trustees
- d) The Trustees may determine the terms on which Members provide in kind support to KENET [e.g. the hosting of infrastructure]

5. GOVERNANCE

- 5.1 The appointment of Trustees shall be as set out in the Trust Deed.
- 5.2 Upon any Member ceasing to be a Member of KENET, the person(s) nominated as Trustee(s) by that party cease to be Trustee(s) of KENET.
- 5.3 The Trustees shall determine the membership and role of the Management Board.

6. ACCOUNTABILITY AND ACCESS TO INFORMATION

- 6.1 The Trustees are accountable to KENET and its members for the overall performance of KENET.
- 6.2 KENET will operate on the basis of transparency in its decision making and the Board will consult with Members in relation to significant issues to the extent practicable.
- 6.3 Each member shall have the right to access current versions of the following key documents on formal request to the Executive Director:
 - a) KENET Trust Deed
 - b) KENET Strategic Plan
 - c) KENET policies
 - d) Audited financial statements of KENET
- 6.4 The Trustees shall, on an annual basis, convene the Members in a community forum to update the membership on the following matters:
 - a) Governance
 - b) Community
 - c) Research and Education Infrastructure and network coverage
 - d) Member Services
 - e) Financials

The forum will provide members with a platform to give feedback on these and other matters, with a view to enhancing the relationship between KENET and its members.

7. CONFIDENTIAL INFORMATION

- 7.1 Confidential Information exists and may come into existence in relation to the performance by KENET and the Members of their obligations under the Trust Deed, a service level agreement or other agreements with KENET. In the provision of Confidential Information to KENET or another Member the following principles apply:
- a) each party providing Confidential Information to another Member or KENET is and at all times will remain the sole proprietor of its Confidential Information
 - b) Confidential Information is secret and confidential
 - c) each party has an obligation of confidence in respect of Confidential Information of all other parties
 - d) no party has any licence or right, whether express or by implication, estoppel or otherwise, in respect of the Confidential Information of another party other than the right to use that Confidential Information in accordance with the provisions of the Constitution, a service level agreement or another agreement with KENET
- 7.2 KENET and each Member will:
- a) treat Confidential Information as secret and confidential and as the property solely of that party
 - b) not use such Confidential Information for any purpose other than the performance of its obligations pursuant to the Constitution
 - c) restrict the disclosure of Confidential Information to those Members of its staff and other professional consultants who require Confidential Information to enable it to perform its obligations pursuant to this Agreement
 - d) immediately notify the party to whom the Confidential Information belongs in writing if any person has disclosed or is suspected by it of disclosing or intending to disclose any Confidential Information to any other person otherwise than in accordance with this clause
 - e) neither expressly nor impliedly disclose the existence of Confidential Information
- 7.3 KENET may suspend the provision of Confidential Information to a member if it reasonably forms the opinion that such Confidential Information is being used for a purpose not related to KENET.
- 7.4 For the purposes of this clause 'Confidential Information' includes but is not limited to all trade secrets, know-how, financial information, Data and other commercially valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) disclosed by one Party to another.

8. SETTLEMENT OF DISPUTES

- 8.1 KENET and its members must promptly, and in good faith, use their best efforts to resolve any disputes which arise between them or among members.
- 8.2 Failing resolution, if a Member or KENET wants a dispute resolved it must:
- a) notify the other party of the dispute
 - b) submit the dispute to the Chairperson for resolution, and if the Chairperson is unable to resolve the dispute within 14 days of its being referred
 - c) submit the dispute to the Board for resolution
- 8.3 If the Board is unable to resolve the dispute within 14 days after referral, the parties shall refer the dispute for mediation under the mediation rules of the Nairobi Centre for International Arbitration (NCIA).

ANNEX 1: ACCEPTANCE DOCUMENT

Available online on KENET website at <https://www.kenet.or.ke>

ANNEX 2: THE SERVICES

SERVICE	SCOPE
CONNECTIVITY SERVICES	Public Internet Addresses
	Broadband connectivity
	Internet services and peering
	Email Filtering and Scrubbing
	Bandwidth Monitoring and Optimisation
	Training and Direct Engineering Support
	Cyber Security Incident Response
ENTERPRISE SERVICES	Server/ Rack Collocation
	Dedicated Virtual Servers
	Backup Storage
	Disaster Recovery
	Web Hosting and Domain Name Services
	Dedicated Communication Link
	Technical advisory services – networking and ERPs
	Procurement of joint licences for Cloud-Based Software
RESEARCH SERVICES	Identity Services
	Computing and Storage
	Facilitation Services
	Collaboration Tools
	Researchers forums and support for Special Interest Groups
	Research & education mini-grants to catalyse research in different areas
	Travel Grants for faculty, researchers and graduate students
EDUCATIONAL TECHNOLOGY SERVICES	KENET Virtual Lab for Teaching & Learning
	KENET Schools Connectivity Initiative
	Online and blended learning setups and capacity building
	Remote Teaching
COMMUNITY SERVICES	ICT Capacity Building
	Forums for ICT directors, Faculty, Researchers, and Heads of Institutions
	Data Collection, Analysis and Benchmarking Services

ANNEX 3: MEMBERSHIP FEES

A. MEMBERSHIP FEES: Available online on KENET website at <https://www.kenet.or.ke>

Kenya Education Network
University of Nairobi,
Jomo Kenyatta Memorial Library
Address: 30244 00100, Nairobi.
Mobile: 0732150500/7, 0703044000/7
Email: info@kenet.or.ke
Website: www.kenet.or.ke