



REPUBLIC OF KENYA



# COUNCIL OF LEGAL EDUCATION

## **PARTNERSHIP POLICY** **2024**



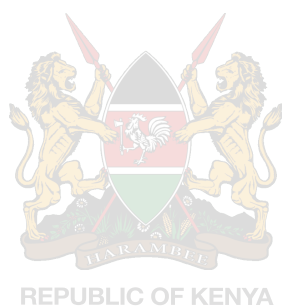


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The Council of Legal Education is a corporate body established under the Legal Education Act, Cap 16B of the Laws of Kenya. CLE is mandated to regulate, supervise and license legal education programmes and legal education providers in Kenya. In addition, it administers the Advocates Training Programme (ATP) examination for purposes of admission to the Roll of Advocates in Kenya and advises the Government on matters germane to legal education and training.

The Council of Legal Education in its quest to achieve its mandate endeavors to build strong and sustainable strategic partnerships with Government agencies, non-governmental organizations, civil society organizations, and Intergovernmental Organizations both in Kenya and outside Kenya.

In light of the above, the CLE recognizes the dire need to establish a structured framework for engaging partners to strengthen collaborations. This Policy is intended to serve as a reference guide for building effective and sustainable strategic partnerships. It will enable CLE to optimize resource mobilization efforts and ensure effective implementation of programs, projects, and activities envisaged in the CLE Strategic Plan 2023-2027.

The policy sets out the partnership structures, roles, and responsibilities for CLE and potential partners and their mutual expectations. It establishes structures and mechanisms that bring together key partners in the legal education and training sector to work in collaboration to contribute to the attainment of our vision of ***Innovative legal professionals Transforming society.***

Finally, I am certain that the Policy and guidelines will provide a clear and elaborate pathway to establish and strengthen effective strategic partnerships moving forward. I reiterate the commitment of the Council to support the full implementation of this Policy to ensure mutual benefits and shared values with our partners.

**Prof. Collins Odote Oloo**  
**CHAIRPERSON**  
**COUNCIL OF LEGAL EDUCATION**

## ACKNOWLEDGMENT



This Partnership Policy was developed through an elaborate consultative process that involved many stakeholders. I wish to acknowledge the Council under the chairmanship of Prof. Collins Odote for their overall leadership of the process and for ensuring it is approved to support the delivery of the CLE mandate. This Policy and Guidelines is a milestone achievement for the CLE in the implementation of the Strategic Plan 2023-2027 where we committed to establish a robust stakeholder engagement framework as a key strategy of mobilizing support for CLE programs and projects.

I wish to thank the Technical committee drawn from various directorates and divisions for their dedication and efforts in coming up with this Policy and Guidelines. It is also worth appreciating the role played by the Planning and Strategy Division for providing excellent coordination, administration, and logistical support throughout the entire process.

In a special way, I recognize Mr. Evans Lokabel from the State Department for Economic Planning who provided technical support to the team developing this document.

Finally, many thanks also go to all the members of staff for providing invaluable feedback during the process of developing this Policy.



**Ms. Jennifer Gitiri, HSC**  
**Ag. Secretary/ Executive Officer**  
**COUNCIL OF LEGAL EDUCATION**

## APPROVAL OF THE POLICY



This Partnership Policy and Guidelines was duly adopted and approved by the Council in its meeting

held on the .....<sup>10<sup>th</sup></sup>..... day of .....*January*..... 2025.

This Policy shall be reviewed as and when necessary. All amendments will be communicated in writing using the amendment sheet below. This will ensure that the Partnerships Policy and Guidelines remain consistent with the CLE's mandate and strategic direction.

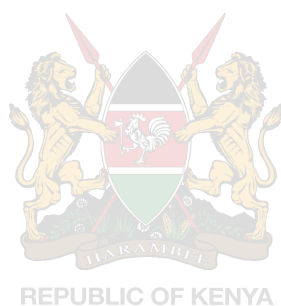
Chairperson  
COUNCIL OF LEGAL EDUCATION

Ag. Secretary/Chief Executive Officer  
COUNCIL OF LEGAL EDUCATION

Issue/Revision No	Subject of Amendments	Reviewed By (Signature)	Review Authorized by (Signature)	Date

## ACRONYMS AND ABBREVIATIONS

<b>ATP</b>	Advocates Training Programme
<b>CEO</b>	Cheif Executive Officer
<b>CLE</b>	Council of Legal Education
<b>HELB</b>	Higher Education Loans Board
<b>IDLO</b>	International Development Law Organization
<b>IT</b>	Information Technology
<b>KSL</b>	Kenya School of Law
<b>MoU</b>	Memorandum of Understanding
<b>NBK</b>	National Bank Of Kenya
<b>UNDP</b>	United Nations Development Programme
<b>TWG</b>	Technical Working Group





## 1.0 INTRODUCTION

### 1.1 Background and Context

Development of this Partnership Policy and Guidelines was informed by the understanding of the critical role strategic partnerships and collaborations play in the performance of CLE's mandate. The Policy and guidelines intend to provide a framework for engaging partners who share values with CLE for the mutual interests of the duo institutions.

The Constitution of Kenya, provisions of Section 9 ('c) and (d) of the Legal Education Act, and the CLE Strategic Plan 2023-2027 among other institutional policies and strategies provide a legal basis for this Policy and Guidelines. It recognizes the critical role that partnerships contribute in facilitating expedient performance of its functions, under Section 9 (c) and (d) of the Act which provides that CLE has the powers to:

***“(c)receive any grants, gifts, donations or endowments and make legitimate disbursements therefrom;***

***(d)enter into association with other bodies organizations within or outside Kenya as the Council may consider desirable or appropriate and in furtherance of the purpose for which the Council is established.”***

CLE strives to build strong partnerships with other government agencies, non-governmental organizations, civil society organizations, and Inter governmental Organizations both in Kenya and outside Kenya.

### 1.2 CLE Mandate

The mandate of the Council of Legal Education is provided under the Legal Education Act, Cap 16B of the Laws of Kenya. The Council is established to:

- i. regulate legal education and training in Kenya offered by legal education providers;
- ii. license legal education providers;
- iii. supervise legal education providers;
- iv. advise the Government on matters relating to legal education and training;
- v. recognise and approve qualifications obtained outside Kenya for purposes of admission to the Roll; and
- vi. administer Advocates Training Programme examination.

## 1.0 INTRODUCTION



### 1.3 CLE Vision, Mission & Core Values

#### Vision

*Innovative Legal Professionals Transforming Society*

#### Mission

*To ensure quality legal education through responsive regulation and administration of Bar Examination.*

#### Core Values

1. Accountability
2. Excellence
3. Integrity
4. Inclusiveness
5. Innovation

### 1.4 Statement of the Purpose

The development of this Partnership Policy (Policy) is informed by the need to establish a structured framework for engaging partners to facilitate the effective delivery of the CLE's mandate. The emerging issues in legal education and training make it imperative for the CLE to continuously build and sustain partnerships and collaborations to realize its mandate. The Policy will enhance formal, meaningful, and sustainable partnerships as well as strengthen resource mobilization efforts of CLE. CLE is committed to keeping up with the trends and reaping the benefits in corporate partnerships driven by risk sharing and resource pooling, technology convergence, institutional reimagining, and knowledge diffusion.

### 1.5 Policy Scope

This policy applies to the Council members, staff, and external stakeholders.

## 2.0 POLICY DIRECTION



### 2.1 Guiding Principles

**Equality:** Equality requires mutual respect between members of the partnership irrespective of size and power. The participants (partners and CLE) must respect each other's mandates, obligations, and independence and recognize each other's constraints and commitments.

**Transparency:** Transparency is achieved through dialogue (on equal footing), with an emphasis on early consultations and sharing of information. Communication and transparency, including financial transparency, increase the level of trust among organizations.

**Accountability:** Collaborative relationship activities are to be designed and implemented in a manner that ensures all partners have clear and agreed responsibilities and accountability. Partners are accountable for using the resources contributed by the parties efficiently and effectively to achieve the partnership's objectives and are accountable for protecting these resources from misuse, waste and loss.

**Result-oriented approach:** Effective partnership actions must be reality-based and action-oriented. This requires result-oriented coordination based on effective capabilities and concrete operational capacities.

**Responsibility:** The partners should have an ethical obligation to each other to accomplish their tasks responsibly, with integrity and in a relevant and appropriate way.

**Complementarity:** The diversity brought about by partnerships is an asset if it is built on comparative advantages and complements each other's contributions.

**Ethical Considerations:** In developing partnerships and undertaking resource mobilization initiatives, the participating parties must adhere to the highest ethical standards, avoiding both actual and foreseeable potential conflicts of interest, as well as relationships that give the appearance of impropriety.

### 2.2 Policy Statements, Policy Objectives and Priorities

This Policy provides a framework for engaging partners and facilitating the achievement of the CLE mandate. Table 2.1 outlines the policy statements, objectives, and Policy priority areas;

## 2.0 POLICY DIRECTION

**Table 2.1 Policy statements, objectives, and Priorities**

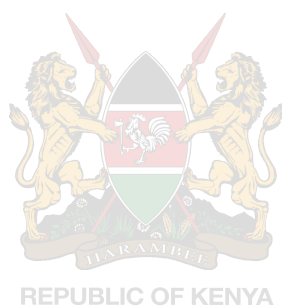
Policy Statement	Objective	Policy Priorities
CLE shall develop, implement, and review partnerships policy and relevant strategies and SOPs	Strengthen institutional framework on partnerships and collaborations	<ul style="list-style-type: none"> <li>- Develop and implement Partnership Policy and Guidelines</li> <li>- Enhance staff capacity on legal policy and institutional framework</li> </ul>
CLE shall strengthen partners' engagements and implementation framework	Improve partnerships relations	<ul style="list-style-type: none"> <li>- Conduct comprehensive stakeholder mapping and develop a Stakeholder database</li> <li>- Conduct regular stakeholder engagements</li> </ul>
	Strengthen partnerships implementation mechanism	<ul style="list-style-type: none"> <li>- Establish institutional coordination framework for partnerships</li> <li>- Develop a monitoring, evaluation, and reporting framework for partnership engagements</li> </ul>
CLE shall enhance institutional capacity for partnerships	Improve staff skills, knowledge, and competencies in partnerships	<ul style="list-style-type: none"> <li>- Mainstream partnerships training in institutional capacity development</li> <li>- Recruit staff to fill the approved establishment</li> </ul>
	Strengthen research and innovations for partnerships	<ul style="list-style-type: none"> <li>- Develop and implement a Research policy</li> <li>- Establish and operationalize a research Division/Unit</li> <li>- Enhance staff research skills</li> </ul>
	Acquire/ improve Equipment, infrastructure and systems	<ul style="list-style-type: none"> <li>- Acquire necessary research equipment/software</li> <li>- Enhance the ICT Systems - ERP</li> <li>- Develop Partnerships Information Management systems</li> </ul>
	Scale up and diversify the CLE's resources	<ul style="list-style-type: none"> <li>- Develop and implement, a resource mobilization strategy</li> <li>- Enhance staff capacity in resource mobilization</li> </ul>

## 2.0 POLICY DIRECTION

	Ensure efficient management of resources	<ul style="list-style-type: none"><li>- Promote prudent management of resources</li><li>- Strengthen accountability and reporting mechanisms of resource management</li></ul>
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### 2.3 Respecting Intellectual Property and Confidentiality

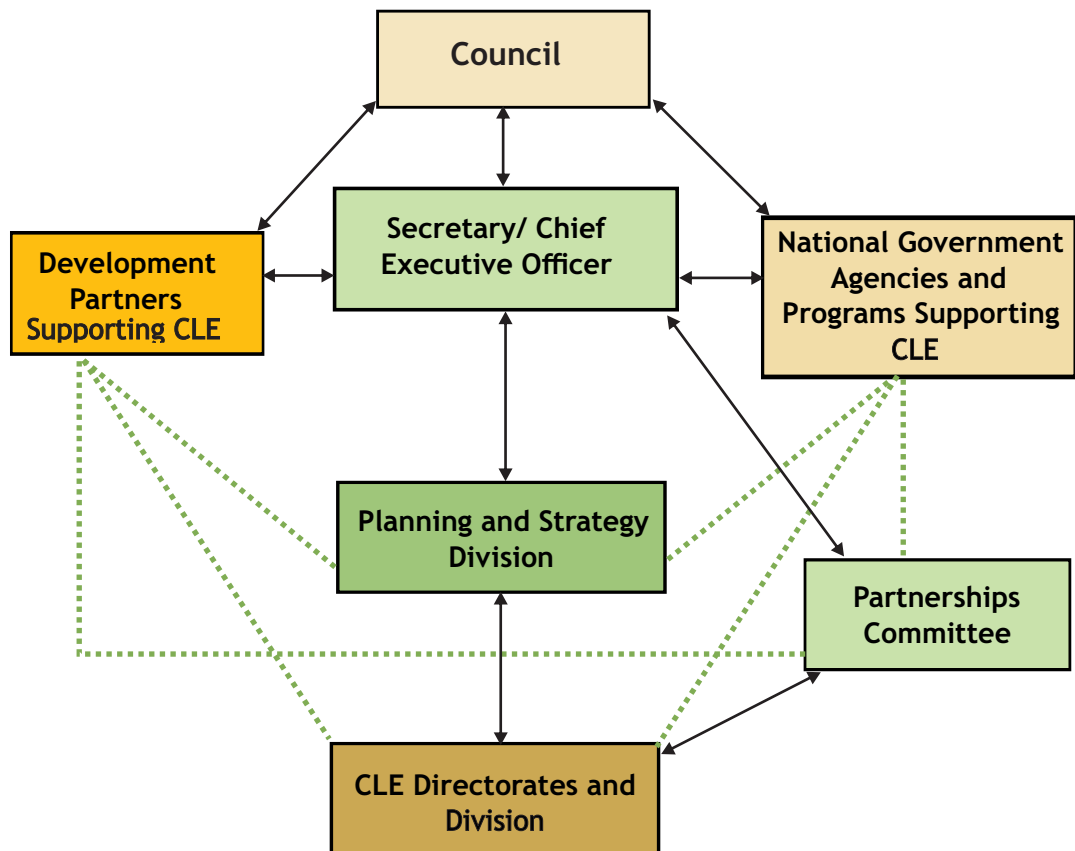
There shall be prior consultation and agreement between CLE and the potential partners regarding the ownership of copyright, patent, or other intellectual property rights generated through the proposed programs and/or activities carried out under the partnership agreement in line with the CLE IP Policy. Partners or any of their affiliates shall only use confidential or proprietary information of CLE for activities defined in the partnership agreement, which needs to take due account of the CLE's confidentiality requirements.



### 3.0 POLICY CO-ORDINATION AND IMPLEMENTATION FRAMEWORK

#### 3.1 Institutional Structure for Partnerships


Figure 1.1 CLE Institutional Structure for Partnerships Co-ordination.



#### 3.2 Roles and Responsibilities

##### 3.2.1 Council

- Spearheading the development adoption and approval of the Partnership policy and Guidelines for effective partnership and resource mobilization;
- Oversee implementation of partnerships and resource mobilization initiatives at CLE;
- Ensuring predictable resource availability for running and maintaining the CLE operations by ensuring adequate and stable growth of core resources required to drive the organization;


- 
- iv. Seeking alternative sources for supplementing available resources with donor/partner funding; and
  - v. ensuring effective implementation of partnership programs and projects through effective monitoring and evaluation, reporting and learning.

### 3.2.2 Secretary/CEO

- i. Approving partnership engagements;
- ii. Communicating to Partners/donors;
- iii. Spearheading and coordinating the implementation of all partnerships at CLE;
- iv. Appointing the partnership and resource mobilization Committee;
- v. Liaise with the Council on all matters of partnerships and resource mobilization;
- vi. Promoting the mainstreaming of the partnership and resource mobilization within CLE;
- vii. Providing information to the Council on the trends, environment, and performance of each partnership program and project by undertaking timely monitoring, evaluation, and reporting;
- viii. Ensuring that all resources mobilized are monitored and accounted for; and
- ix. Strengthening close relations with resource partners, and building trust and mutual accountability.

### 3.2.3 Partnerships Committee

- i) Developing guidelines for screening, profiling, and developing potential partnerships and collaboration status reports;
- ii) Drafting and reviewing policies, strategies, and guidelines for partnerships and resource mobilization;
- iii) Undertaking profiling of existing and potential partners including carrying out due diligence and submitting a status report for Council ratification as a prerequisite for further partnership engagement;
- iv) Developing the funding concept notes and proposals for submitting to potential donors;

- 
- v) Identifying projects and programs that need partners support to implement;
  - vi) Lead the efforts of mainstreaming resource mobilization skills among CLE staff;
  - vii) Discuss and validate partnership matters; and
  - viii) Identify risks and legal issues to be addressed in partnerships.

### 3.2.4 Planning and Strategy Division

- I) Ensure that all partnership and resource mobilizing programs are consistent with the Strategic direction of CLE and the mandate of CLE;
- ii) Co-ordination / facilitating drafting of memorandum of understandings; and partnership and collaboration agreements;
- iii) Tracking the achievement of the partnership agreements/ MoUs;
- iv) Coordinating implementation of partnership policy;
- v) Undertaking monitoring and evaluation of projects and programs funded by donors/ partners;
- vi) Preparing regular reports on funded projects and program implementation and submitting them to the management; and
- vii) Maintaining stakeholders and partners database.


### 3.2.5 Directorates and Divisions

- i) Implementing the Partnerships Policy and Guidelines;
- ii) Identifying areas that need partners/ donor support;
- iii) Identifying potential partners/donors;
- iv) Focal points for activities being supported by partners in their respective directorates and divisions; and
- v) Preparing regular partnership implementation reports in their respective directorates/divisions.

### 3.2.6 Partners

- i. Draft, review, and execute the partnership agreement;
- ii. **Collaboration and communication:** external partners and stakeholders are





expected to actively collaborate with CLE and maintain open lines of communication to ensure alignment with goals and objectives;


- iii. **Resource sharing:** provide resources within the agreed milestones and timelines;
- iv. **Feedback and input:** provide feedback and input on strategies, programs and policies contributing to the improvement of partnership activities;
- v. **Advocacy** on joint programs and projects;
- vi. **Risk management:** collaborate with CLE to identify potential risks and challenges, offering insights and support in mitigating and managing risk effectively;
- vii. **Accountability:** uphold accountability for their respective roles and commitments, ensuring transparency and integrity throughout the partnership;
- viii. **Evaluation and Impact Assessment:** Participating in monitoring, evaluation, and impact assessment of joint projects and programs;
- ix. **Conflict resolution:** work collaboratively with CLE to resolve conflicts and disputes in a constructive manner prioritizing overarching objectives of the partnership;
- x. **Promotion of diversity:** actively promote diversity and inclusion ensuring representation from diverse perspectives and communities to foster innovation and equitable outcomes; and
- xi. **Ethical conduct:** adhere to ethical standards and principles, acting with integrity and honesty in all interactions and decisions.

### 3.3 The Office of the Attorney General and National Treasury

CLE Shall consult the Office of the Attorney General and the National Treasury before entering into major collaborations and partnerships as required by the law.

### 3.4 Communication Mechanism

CLE recognizes the key role that communication and feedback play in support of relationships with different partners. CLE acknowledges that partners should be able to raise questions, feedback, suggestions, concerns, or complaints while delivering on the activities to encourage effective implementation.



CLE shall establish elaborate and effective feedback mechanisms to strengthen accountability and ensure partners' ideas, suggestions, and concerns are taken into account at all stages of implementation. The communication mechanisms shall include;

1. Regular Meetings

- i. Schedule regular meetings (e.g. quarterly, bi-annual) involving all relevant stakeholders to discuss partnership initiatives, progress and challenges;
- ii. Use these meetings to align on strategic priorities, evaluate partnerships and address any policy-related issues.

2. Communications platforms

- i. Utilize emails, newsletters, reports, internal memos or dedicated collaboration platforms (e.g. shared drives) to disseminate updates, announcements, and reminders related to partnerships and resource mobilization initiatives
- ii. Encourage open communication and feedback from all stakeholders through these platforms

3. Training and Learning


- i. Continuous capacity-building sessions for staff;
- ii. Provide resources such as case studies or best practices to illustrate successful partnership implementations.

4. Feedback mechanism

- i. All partnership and resource mobilization activities and structures shall embed clear, appropriate, and practical feedback mechanisms to collect input and suggestions from stakeholders regarding the partnerships
- ii. Regularly review and address feedback to improve the effectiveness and relevance of the partnerships policy;

5. Documentation and reporting

- i. CLE shall maintain detailed records of partnership activities, including agreements, contracts, progress reports and outcomes and report on these to the Council Board



ii. Generate periodic reports summarizing the status of ongoing partnerships, performance metrics and lessons learned for management review.

iii. Ensure accessibility of relevant documents to relevant stakeholders.

6. Escalation protocols

i. Partnership and Resource Mobilization Agreements/MoUs shall define escalation protocols to address any disputes, conflicts or non-compliance issues arising from partnership activities;

ii. Outline steps for resolving issues at the appropriate level of authority within the organization.

### 3.5 Policy Implementation

#### 3.5.1 Policy Guidelines

Policy Guidelines have been developed and annexed to facilitate effective policy implementation. The guidelines outline procedures and processes of negotiation and management partnerships and resource mobilization initiatives in adherence to the Legal Education Act Cap 16B and other applicable laws and Government policies.


The manual shall provide clear guidance on the responsibilities of different partners, government actors and implementing agencies at each stage of implementation and the timeframes within which requests must be processed.

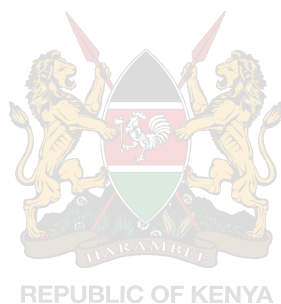
#### 3.5.2 Policy Financing

CLE recognizes the important role that this policy shall play in rejuvenating partnerships and collaborations in line with its mandate. Thus, the Council shall endeavor to provide the necessary financial resources needed to effectively implement this policy. To complement the financing of the strategies, a robust resource mobilization strategy shall be an integral part of the partnerships and collaborations. CLE will intentionally allocate funds to implement this policy.

#### 3.5.3 Institutional Capacity

- I. Information Communication Technology infrastructure: Infrastructure and technology are critical enablers of collaboration, facilitating effective communication, data sharing, and collaboration among partners. CLE shall ensure adequate ICT infrastructure that support partnerships and collaborations.

- 
- ii. **Organizational Governance Structures:** Strong governance structures are essential for ensuring accountability, transparency, and effective decision-making within collaborative partnerships. Challenges may include unclear roles and responsibilities, lack of transparency in decision-making processes, and insufficient mechanisms for monitoring and evaluation. CLE shall develop clear governance frameworks, establish transparent decision-making processes, and implement accountability mechanisms such as regular reporting and performance reviews.



## 4.0 POLICY RESULTS, ADOPTION AND REVIEW

### 4.1 Policy Results

Policy results shall be monitored and reported regularly to provide information on whether the set objectives are being met. Additionally, challenges facing the achievement of policy results will be assessed, and consequently, corrective actions shall be instituted to ensure the effective delivery of results.

Policy results will be monitored, evaluated, and reported using the existing reporting frameworks such as the Strategic Plan, Performance Contracting, and Annual Work Plan. To do so, alignment with these tools is prudent for effective monitoring, evaluation, and reporting of policy results.

### 4.2 Learning

The Policy results in monitoring and evaluation shall be used to make informed decisions and make improvements going forward. To promote operational improvement, learning and knowledge sharing, a knowledge base will be established which will contain the evaluated results and lessons learned to inform future policy revisions and partnerships.

### 4.3 Policy Review

This Policy shall be reviewed when the need arises. The review shall be initiated and coordinated by the management informed by the outcomes of successful policy evaluation.

### 4.4 Compliance with the Policy

CLE staff and stakeholders shall be expected to comply with the provisions of this Policy. Failure to comply shall be subject to disciplinary measures in accordance with the CLE's Human Resource Manual.

### 4.3 Commencement

This policy shall become effective on adoption and approval by the Council.

### 1. Introduction

The Partnership guidelines have been developed to facilitate effective and efficient implementation of the Partnership Policy. It spells out a clear process, a coordination structure, and various management practices for engaging, managing, reviewing, and sustaining partnerships. The guidelines borrow extensively from the already established best practices and emerging trends in corporate partnerships. These guidelines have been prepared for use by the following;

- a. Council
- b. CLE staff
- c. CLE Partners

### 1. Process of Engaging and Sustaining Partnership

This section provides for partnership implementation models by providing an elaborate process for onboarding, managing, reviewing, and sustaining corporate partnerships. The partnerships and collaborations implementation will be guided by the partnership lifecycle model as described below;

#### 2.1 Scoping

This shall be a key step in CLE partnership design and implementation and it will entail mapping the landscape of the relevant stakeholders. the process shall entail;

- i. Outlining the areas that need partner support, the type of support needed, and quantify the support;
- ii. Developing a clear and coherent scope in terms of the objective and goal of the partnership; and
- iii. Outlining the expected benefits from the intended partnership venture.

#### 2.2 Identification

In this phase, CLE shall identify reputable partners whose interests converge with its needs. The process shall involve;

- I. Mapping of the stakeholders who can be partners in light of the identified areas of support during scoping;

- ii. Developing and implementing the Partners' Information Management System (PIMS)
- iii. Identifying partners who align with its strategic direction and whose work complements the delivery of its mandate from the stakeholder database;
- iv. Considering potential partners based on analysis of performance on completed projects in case of prior engagements;
- v. Conducting a thorough due diligence assessment of potential partners and developing a report

The due diligence template for partner screening shall consist among other things;

- i. Good convergence of interests between the CLE and the partner;
- ii. Financial capacity to fully support the project/program to the end;
- iii. past performance in case of prior engagements;
- iv. Good reputation and track record;
- v. Sound management and governance structure; and
- vi. Interest and willingness to partner and collaborate.

### 2.3 Building

Once a partnership has been identified and formalized, it is important to invest sufficient time and effort to deepen the understanding between CLE and the partner. This phase shall involve:

#### i. **Brainstorming**

This shall involve organizing collaborative social events to build rapport, trust, and a sense of shared purpose. Regular joint meetings for consensus building on issues intended in the partnership. Information Sharing which will include sharing organizational documents to foster understanding and learning.

#### ii. **Agenda-Setting**

It shall involve parties building consensus on the problem and the necessary interventions that the partnership shall put in place to address the problem.

### iii. Setting Objectives

This shall involve setting the goals and objectives that the partnership intends to achieve. They serve as guiding beacons for monitoring and evaluating the success of the partnership agreement.

### iv. Engagement frameworks

This shall involve building consensus on partnership engagements between the parties. The implementation framework, communication, and liaison will be agreed upon in this step. The process will result in MOU signing (Annex 1.3) to reflect the parties' agreement to cooperate.

## 2.4 Planning

Planning shall be a crucial phase where collaborative aspirations are translated into concrete strategies and actionable plans. This stage shall entail;

- i. Developing a roadmap for achieving shared goals and objectives;
- ii. Crafting a shared vision, outlining the desired outcomes and milestones;
- iii. Developing the monitoring, evaluation, and reporting tools (Annex 1.4);
- iv. Developing resource allocation and disbursement schedules;
- v. Delineating clear roles, responsibilities, and contributions for each partner; and
- vi. Establishment of the Technical Working Group Committee.

## 2.5 Managing and Maintaining

This phase includes structuring, mobilizing, and delivering. The aim is to create a delivery mechanism that will be efficient without losing the active engagement of all partners that have been established so carefully during scoping and building.

### 2.5.1 Structuring

Once an agreement is signed resources and infrastructure shall be put in place to develop and deliver the agreed deliverables. This process shall include;

- i. Establishing a joint Technical Working Group (TWG), with membership from CLE and the Partner guided by ToRs;
- ii. Building consensus on the decision to be made at this level on behalf of the partnership and which decision should be escalated;



- iii. Ensure accountability of partners to each other and address any actual or potential conflicts of interest;
- iv. Maintaining regular communications between partners and between the partnership and other stakeholders; and
- v. The TWG shall meet at least quarterly or on a need basis to deliberate on partnership implementation.

### 2.5.2 Mobilizing

At this stage, CLE and Partners need to deliver what they have committed to deliver in the MOU. Whatever resource contributions they have offered need to be brought into the partnership as and when the time is right. The process shall include;

1. Confirming in writing exactly what resources have been pledged in the MOU and when they will be delivered including the time commitment of each partner representative;
2. Supporting partners in honoring their commitments by helping them persuade their organizations to fulfill their commitments where necessary;
3. Recording contributions and the uses to which those contributions have been put so that partners can clearly see how their contributions is being used and report back to their organizations; and
4. Widening the engagement of other stakeholders by including those who may be able to make further resource contributions as and when needed.

### 2.5.3 Delivering

During this stage, it will be important to be practical and precise in what projects/programs are being undertaken and who will do what by when. Project management tools shall be utilized to ensure people fulfill their commitments. The stage shall entail;

- i. Tracking activities and fulfillment of agreed commitments and targets;
- ii. Celebrating project successes with all those involved to maintain enthusiasm and engagement;
- iii. Keeping partners and other agreed stakeholders informed of progress; and
- iv. Assessing and documenting progress towards outcomes associated with the planned objectives.

### 2.6 Measuring and Reviewing

This step shall entail;

- i. Providing updates on the level of implementation of the partnership projects;
- ii. Preparing tracking reports on the budget utilization and project work plan execution;
- iii. Identifying project implementation gaps/targets not met and providing for corrective measures/actions;
- iv. Identifying lessons learned during the partnership that can be used as a reference to inform future projects; and
- v. Determining if the interventions being implemented meet the goal and the objectives of the partnership.

### 2.7 Scaling and Moving On

Partnership engagements shall be implemented strictly according to the timelines set in the MoUs. During this stage, CLE and the partner shall undertake the following;

- i. Decide whether to phase out the project/program if it has completed the task or it is not delivering results as conceptualized;
- ii. Decide to extend the partnership period if the planned targets have not been met after the end of the period;
- iii. Scale up its activities, redirect its efforts, or reimagine itself with a change of partners;
- iv. Publicizing the projects - using the media or partner networks and communication channels;
- v. Handing over the current project(s) and continuing to work together as a partnership on new projects; and
- vi. Writing up the partnership's story and make it available to others.

### 1. Introduction

Background and context of the potential partners in terms of its Mandate; scope - geographical coverage; past performance and experience; key areas of focus in relation to proposed areas of partnership.

### 2. General Objectives and Scope of the Proposed Partnership

(Focus on Joint programming - what CLE can jointly undertake with the potential partner - a win-win approach). Such may include;

- ✓ Joint program implementation
- ✓ Joint fundraising for activities and programs of mutual interest
- ✓ Engage in other areas of cooperation as agreed upon by the parties in writing from time to time
- ✓ Joint conferences, seminars, trade fairs, workshops among other related events.
- ✓ Joint research, training, and advisory on matters legal education and training.
- ✓ Delivering specialized short programs for entrepreneurship, business incubation, public policy, leadership, and governance.

### 3. Value Proposition (Strengths of each party)

**Potential Partner:**

- i. Xxx
- ii. Xxx

**CLE:**

- i. Xxx
- ii. Xxx

### 4. Expected Results (output) of the partnership

These would be;

- ✓ Jointly formulated and reviewed policies and programs

## ANNEX 2. DUE DILIGENCE REPORT TEMPLATE

- ✓ Joint fundraising for activities and programs facilitated.
- ✓ Etc

### 5. Probable Joint Responsibilities

Establish clear roles and responsibilities of each partner

### 6. Financial Implication

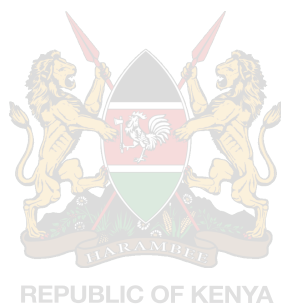
Given the potential areas of partnership programs and resource outlays, it is critical to establish how the partnership's financial impact in light of counter-funding, joint resource mobilization, and arrangements for allocation, utilization, and reporting.

### 7. Data protection

Due diligence will be undertaken in line with the CLE Data Protection Policy.

### 8. Recommendations

Provide clear justification for CLE consideration to engage or not to engage.



## ANNEX 3. TERMS OF REFERENCE FOR PARTNERSHIPS COMMITTEE

### Introduction

Partnership implementation and management is an indispensable component in the achievement of CLE's mandate. Decisions are largely driven by resource availability, optimization, and management based on the premise that resources are scarce. Therefore, CLE is constituting a Partnership committee to spearhead partnerships and collaboration efforts at CLE.

### Objectives the Committee

- i. Spearheading the development of policies, strategies, and guidelines for effective partnership and resource mobilization;
- ii. Predicting resource requirements for running and maintaining the CLE operations by ensuring adequate and stable growth of core resources required to drive the organization;
- iii. Seeking alternative sources for supplementing core resources with non-core funding (from partners/donors);
- iv. Expanding the resource base for CLE by expanding its donor/investment base; and
- v. Ensuring effective implementation of partnership programs and projects through effective monitoring and evaluation, reporting and learning.

### Composition of Partnership Committee

The Committee will constitute at most seven (7) members drawn from various Directorates and Divisions.

### Key Deliverables of the Technical Committee

1. Approved Partnership Policy and Guidelines
2. Approved Resource Mobilization Strategies
3. Concept Notes and Proposals for Funding and Partnerships
4. Signed Memorandum of Understanding (MoUs)
5. Partnerships policy implementation Quarterly Progress Reports
6. Due diligence reports on potential partners.

### Status of Partnerships at CLE

CLE has been engaging partners to address emerging issues in legal education and training to enhance the quality of legal education in Kenya. The categories of partners that the CLE has engaged in the past include Government institutions, non-governmental organizations, and intergovernmental institutions. Below are the partners that the CLE has engaged in the past;

#### 1. United Nations Development Programme/ AMKENI waKENYA

CLE partnered with UNDP/ AMKENI waKENYA on the development of the second Strategic Plan, 2019-2023. The partner provided financial and technical support and it was implemented successfully.

#### 2. National Council for Law Reporting (Kenya Law)

The partnership was intended to deliver the inaugural legal education and training conference in 2022. However, the conference did not materialize.

#### 3. LawAfrica

The partnership was intended to promote legal education and training in Kenya through the development of the CLE legal resource center; Law journal publication; and enhancing the capacity of parties and stakeholders in utilizing the parties' knowledge management products. The Memorandum of Understanding (MOU) was signed but implementation is yet to commence.

#### 4. Kenya School of Law

CLE partners with the Kenya School of Law in the administration of ATP examination orals and projects. The partnership is active and is renewed annually.

#### 5. National Legal Aid Service

The Council partners with the National Legal Aid Service on matters of paralegal education and training. The Institution supported CLE in the development of paralegal education training regulations. A joint technical team has been formed and is working on a binding agreement.

#### 6. International Development Law Organization (IDLO)

The Council partnered with IDLO to support the paralegal education and training regulations and curriculum development. This was executed to completion.

### 7. ACT Change Transform

The partnership supported the development of the CLE's third Strategic Plan, 2023-2027.

### 8. Higher Education Loans Board

CLE partners with HELB to administer the Bar Examination Loan fund. This was cemented by the signing of the service contract in 2019. CLE offers capitation and oversight for the Fund while HELB administers the Fund.

### 9. National Bank of Kenya (NBK)

The Council partners with NBK to administer the CLE car loan and mortgage scheme as well as offer personal loans to CLE staff.

### 10. ABSA Bank

The Council partners with ABSA to provide personal loans to CLE staff.

## 2.2 Challenges, Lessons Learnt, Strengths, and Opportunities in Partnerships

### 2.2.1 Challenges

- i. Lack of partnership policy and guidelines
- ii. Inadequate mapping of partners
- iii. Inadequate staff capacity for partnerships and resource mobilization;
- iv. Reactionary approach to partnerships

### 2.2.2 Lessons Learnt

- i. There is a need for effective implementation and monitoring of partnerships.
- ii. Partnership is critical in the implementation of legal education and training interventions. Therefore, there is a need for the partnership agreement to be clear on the communication channels and proper institutional arrangements for the MoUs implementation.
- iii. There is need to build staff capacity on partnerships and resource mobilization.

### 2.2.3 Strengths

- I. Unique mandate on regulating Legal Education and training;

## ANNEX 4: SITUATIONAL ANALYSIS

- ii. Good relationships with partners;
- iii. Established internal structures;
- iv. Committed staff;
- v. Embrace of ICT at CLE.

### 2.2.4 Opportunities

- i. Existence of potential partners;
- ii. Emerging issues in Legal education and training;
- iii. Declining Government funding and AIA.





CLE AND PARTNER LOGOS

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNCIL OF LEGAL EDUCATION  
AND  
[COMPLETE NAME OF PARTNER]

**THIS** MEMORANDUM OF UNDERSTANDING (“MOU”), is made this .....day of.....20....

**PREAMBLES**

**WHEREAS** the Council of Legal Education is a state corporation established under the Legal Education Act, CAP 16B. Its physical address is Karen Office Park, Lang'ata Road Karen and Post Office Box 829-00502, Nairobi (hereinafter referred to as “CLE”);

**WHEREAS** [PARTNER] is an organization [SPECIFY TYPE; for example *not-for-profit*] established with the goal of [GENERAL GOAL; for example: *the conservation of biodiversity in the areas where it works, within a framework of sustainable development*] in [COUNTRY];

**RECOGNIZING** the mission of CLE is to ensure quality legal education through responsive regulation and administration of Bar Examination;

**RECOGNIZING** the mission of.....is to.....; and

**WHEREAS**, CLE and .....(hereinafter referred to as “Parties”) are desirous to leverage their capacities and expertise with a view to cooperate in the find of knowledge sharing and management towards promoting legal education in Kenya.

NOW THEREFORE, the Parties agree as follows:

**1. OBJECTIVE OF THE COLLABORATION**

The overall objective of collaboration is to.....

**2. AREAS OF COLLABORATION**

To achieve the objectives of this collaboration, Parties will collaborate on the following:

**a. Specific areas of collaboration**

*(list)*

- b. General areas of collaboration

*(list)*

### 3. CLE'S RESPONSIBILITIES

#### ***DESCRIBE PARTNER'S RESPONSIBILITIES UNDER THIS AGREEMENT***

##### 3.1 [PARTNER] RESPONSIBILITIES

### 4. DUE DILIGENCE

CLE may request copies of documents to ensure that the [PARTNER] meets appropriate standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: a certificate of good standing, a list of the names of all its board members and principal officers, copies of [PARTNER]'s bylaws and articles of incorporation. [PARTNER] agrees to notify CLE immediately of any change in [PARTNER]'s status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against [PARTNER].

### 5. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations is:

[PARTNER]:  
[NAME OF PRINCIPAL CONTACT]  
[TITLE]  
[ADDRESS]  
[TELEPHONE]

PARTNER:

[NAME OF PRINCIPAL CONTACT]  
[TITLE]  
[ADDRESS]  
[TELEPHONE]

Such Principal Contacts may be changed in writing from time to time by their respective Partners.

### 6. USE OF INTELLECTUAL PROPERTY

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either party for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

### 7. EFFECTIVE DATES, TERMINATION AND AMENDMENTS

- a) This MOU shall take effect upon signing by both Parties and shall remain in effect for a period of two (2) years from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this MOU without the prior written consent of the other party.
- b) The MOU may be renewed at the end of this period by mutual written agreement by both Parties.
- c) The provisions of this MOU may only be amended or waived by mutual written agreement by both Parties.
- d) Any Party may terminate this MOU and any related agreement, workplan, and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Party; due to the failure of the other Party to perform any of its obligations under this MOU. (*A partner*) shall have the right to terminate this MOU and any related agreement, workplan, and budget immediately upon written notice.
- e) The termination of this MOU shall not act as a discharge or release from the obligations of the Parties that accrued through separate legally binding agreements.
- f) The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefore) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

### 8. TRANSFER OF FUNDS

The parties acknowledge and agree that this MOU does not create any financial or funding obligation on either party and that such obligations shall arise only upon joint execution of a subsequent agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOU. Such subsequent agreements or workplans, and budgets, will be subject to funding being specifically available for the purposes

outlined therein. All PARTNER funds are further subject to PARTNER's obligation to expend PARTNER funds solely in accordance with the agreed-upon budget and the items contained therein.

### **9. NO JOINT VENTURE**

Notwithstanding the terms “Partners” and “Partnership”, the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

### **10. DISPUTE RESOLUTION**

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation if the Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners.

### **11. LIABILITY OF THE PARTIES**

The Parties shall hold each other and their staff harmless against all suits, claims, demands and liability in respect of and arising from this MOU.

### **12. ENTIRETY**

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners. Such signatures by both Partners may be made by telefacsimile.

### **13. AGREEMENTS WITH OTHER INSTITUTIONS**

This MOU shall not preclude the Parties from entering into any partnerships or agreements with other institutions.

## ANNEX 5: MOU SAMPLE

FOR [FULL NAME OF PARTNER]

FOR [FULL NAME OF PARTNER]

\_\_\_\_\_  
[NAME]  
[TITLE]

Date: \_\_\_\_\_

To Expire: \_\_\_\_\_

\_\_\_\_\_  
[NAME]  
[TITLE]

\_\_\_\_\_  
Attorney Date

OR

Approved by \_\_\_\_\_  
Attorney

on \_\_\_\_\_  
Date

by \_\_\_\_\_  
e.g. fax/phone/email

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Witness Date





REPUBLIC OF KENYA



## COUNCIL OF LEGAL EDUCATION



**The Council of Legal Education,**  
P.O Box 829 - 00502,  
Karen Office Park Karen,  
Nairobi, Kenya.



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