Adopting the Singapore Convention in Kenya: Insight and Analysis

---

Kariuki Muigua

Working Paper for the Singapore Convention Webinar Held on 19th August 2020

ADOPTING THE SINGAPORE CONVENTION IN KENYA: INSIGHT AND ANALYSIS

Kariuki Muigua[*]

Abstract

The paper offers insight on adopting the United Nations Convention on International Settlement Agreements Resulting from Mediation 'Singapore Convention' and the UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation 'Model Law'. The two legal instruments are aimed at strengthening the practice of international commercial mediation whose development and uptake has been curtailed by numerous challenges including the absence of an elaborate enforcement mechanism. The paper critically analyses the salient provisions of both the Singapore Convention and the Model Law. It then discusses the applicability of the two legal instruments in Kenya and proposes the best approach in their adoption in order to enhance the practice of international commercial mediation in Kenya.

[*] PhD in Law (Nrb), FCIArb (Chartered Arbitrator), LL. B (Hons) Nrb, LL.M (Environmental Law) Nrb; Dip. In Law (KSL); FCPS (K); Dip. In Arbitration (UK); MKIM; Mediator; Consultant: Lead expert EIA/EA NEMA; BSI ISO/IEC 27001:2005 ISMS Lead Auditor/ Implementer; Advocate of the High Court of Kenya; Senior Lecturer at the University of Nairobi, School of Law [September, 2020].

1. Introduction

The United Nations Convention on International Settlement Agreements Resulting from Mediation *'Singapore Convention'* is an international legal instrument that recognizes the value of mediation as a method of amicably settling disputes arising in the context of international commercial relations and which provides a legal framework for enforcement of settlement agreements resulting from mediation.[1] This Convention was opened for signature in Singapore on 7th August 2019 and it came into force on the 12th September 2020, in accordance with its article 14 (1) which stipulates that it shall enter into force six months after deposit of the third instrument of ratification, acceptance, approval or accession. As of 15th September 2020, this Convention had 53 signatories including the United States of America, Ghana, Uganda, Rwanda and Nigeria. Among them, six countries including Singapore, Belarus and Ecuador had ratified it.[2] Kenya is yet to sign and ratify this Convention.

This Convention calls upon governments and regional integration organizations that wish to strengthen their legal frameworks on international dispute settlement *to consider becoming parties to the convention* (emphasis added).[3] Adoption of the Convention is thus voluntary.[4] The development of this Convention was necessitated by challenges facing the practice of international commercial mediation where the trend has been that the outcome of a mediation is treated as a contractual agreement enforced as such and not as an award as in the case of arbitration.[5] This has always been a problem in many states in

[1] United Nations Convention on International Settlement Agreements Resulting from Mediation, United Nations, New York, 2019, *'Singapore Convention'* (adopted on December 20, 2018, came into force on September 12, 2020).
[2] United Nations Treaty Collection site, available at https://treaties.un.org/pages/ViewDetails.aspx?src=TREATY&mtdsg_no=XXII-4&chapter=22&clang=_en (accessed on September 15, 2020).
[3] Preamble, Singapore Convention.
[4] Schnabel T., 'The Singapore Convention on Mediation: A Framework for the Cross-Border Recognition and Enforcement of Mediated Settlements' 19 Pepp. Disp. Resol. L.J. 1 (2019).
[5] Muigua. K., 'The Singapore Convention on International Settlement Agreements Resulting from Mediation: Challenges and Prospects for African States' available at http://kmco.co.ke/wp-content/uploads/2019/12/The-Singapore-Convention-on-International-Settlement-Agreements-Resulting-from-Mediation-Kariuki-Muigua-December-2019.pdf (accessed on August 24, 2020).

that one party may pull out of such an agreement and seek court intervention as if the mediation never took place.[6] The Convention aims at enhancing the practice of international commercial mediation by building a bridge that would enable acceptability of international settlement agreements across states with different legal, social and economic systems.[7]

The Singapore Convention is consistent with the UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation, 2018 which amends the UNCITRAL Model Law on International Commercial Conciliation, 2002. The Model Law deals with procedural aspects of mediation. This paper discusses the best approach in adopting these legal instruments in Kenya in order to create a conducive legal environment for the practice of international commercial mediation.

2. Scope and Application of the Singapore Convention

The Singapore Convention applies to an *agreement resulting from mediation* and *concluded in writing* by parties to *resolve a commercial dispute* ("settlement agreement") which, at the time of its conclusion, is *international*.[8] This is aimed at encouraging cross border mediation and provides parties with an alternative to arbitration which has hitherto been the main dispute resolution mechanism for international commercial disputes.[9] Besides, this Convention does not apply to personal or family disputes.[10]

A party which relies on a settlement agreement under the Singapore Convention is required to supply to the competent authority of the party to the convention where relief is sought certain information which include inter alia the *settlement agreement signed by the*

[6] Ibid.
[7] Singapore Convention, Preamble.
[8] Singapore Convention, Article 1(1).
[9] IK. Zafar, 'The Singapore Mediation Convention, 2019', available at https://www.academia.edu/40289206/The_Singapore_Mediation_Convention (accessed on August 25, 2020).
[10] Singapore Convention, Article 1(2) (a).

parties; a document signed by the mediator evidencing that the mediation was conducted and an *attestation by the institution which administered the mediation*.[11]

Grant of relief under this Convention is not absolute and the competent authority of the party to the Singapore Convention where relief is sought may refuse to grant such relief upon proof that a party to the agreement was under some incapacity; the settlement agreement is null and void, inoperative or incapable of being performed; the settlement agreement is not binding or is not final; there is a serious breach by the mediator of standards applicable to the mediator or the mediation and public policy considerations.[12]

The Singapore Convention is expected to have similar benefits for mediation as an international dispute resolution mechanism as the New York Convention has had for arbitration.[13] The New York Convention was formulated for purposes of providing a legal framework for the recognition and enforcement of foreign arbitral awards and has had tremendous impact and success on the practice of international commercial arbitration.[14] The Singapore Convention has the potential of having such an impact on the practice of international commercial mediation.[15] One of the key benefits of this Convention is that it provides a process for the direct enforcement of cross-border settlement agreement between parties resulting from mediation. Consequently, it stipulates that each party to this Convention shall enforce a settlement agreement in accordance with its rules of procedure.[16] This provision allows parties to formulate their own rules of procedure suitable to national or local circumstances for purposes of effective enforcement of this Convention. Such procedural rules can include the

[11] Ibid, Article 4.
[12] Ibid, Article 5.
[13] IK. Zafar, 'The Singapore Mediation Convention, 2019', Op Cit.
[14] United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 10 June 1958), available at www.newyorkconvention.org/english (accessed on August 26, 2020).
[15] IK. Zafar, 'The Singapore Mediation Convention, 2019', Op Cit.
[16] Singapore Convention, Article 3 (1).

requirement for the settlement agreement to be in an official language of the party to the Convention where relief is sought as envisaged under the Convention.[17]

The Singapore Convention is consistent with the *UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation, 2018 (Model Law).*[18] This provides parties with the flexibility to adopt either the *Singapore Convention* or the *Model Law* as stand-alone legal instruments or both as complementary instruments in order to facilitate a comprehensive legal framework on mediation.[19] Whereas the Singapore Convention governs the substantive aspects of mediation, the Model Law deals with the procedural aspects. However, the substantive aspects of the two legal instruments are a mirror image of each other in order to provide consistency in the practice of international commercial mediation. Article 1 of the Singapore Convention which provides for its scope and application is similar to article 3 of the Model Law. Both provide that the conventions apply to international commercial mediation.[20] Section 3 of the Model Law also captures the substantive aspects stipulated under the Singapore Convention including the requirements for reliance on settlement agreements and grounds for refusing to grant a relief.[21]

3. UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation, 2018 (amending the UNCITRAL Model Law on International Commercial Conciliation, 2002)

In addition to the substantive aspects discussed above, the Model Law governs the procedural aspects of international commercial mediation and international settlement agreements. It governs aspects such as commencement of mediation proceedings;

[17] Ibid, Article 4 (3).
[18] UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation, 2018 (amending the UNCITRAL Model Law on International Commercial Conciliation, 2002).
[19] Muigua. K., 'The Singapore Convention on International Settlement Agreements Resulting from Mediation: Challenges and Prospects for African States' Op Cit.
[20] Singapore Convention, Article 1; See also Model Law, Article 3.
[21] Model Law, Articles 18 and 19; See also the Singapore Convention, Articles 4 and 5.

number and appointment of mediators; conduct of mediation; communication between mediator and parties; disclosure of information; confidentiality; admissibility of evidence; termination of mediation proceedings and resort to arbitral or judicial proceedings.[22]

On the conduct of mediation, the Model Law gives effect to the principle of party autonomy which is one of the hallmarks of mediation and provides that parties are free to agree, by reference to a set of rules or otherwise, on the manner in which the mediation is to be conducted.[23] Where parties fail to agree on the manner in which the mediation is to be conducted, the Model Law allows the mediator to conduct the mediation in a manner he/she considers appropriate taking into account the circumstances of the case, wishes of the parties and the need for expeditious dispute resolution.[24] The Model Law also enshrines the principle of confidentiality and provides that unless otherwise agreed by the parties, all information relating to the mediation proceedings shall be kept confidential.[25] Disclosure is only permissible pursuant to legal requirements or for purposes of implementation or enforcement of a settlement agreement.[26]

Further, in order to safeguard the sanctity of the mediation proceedings, the Model Law prevents admissibility of evidence by a party to the mediation proceedings, the mediator and any third person in arbitral, judicial or similar proceedings regarding matters such as an invitation to engage in mediation proceedings; views expressed by a party in the mediation in respect of a possible settlement of the dispute; statements or admissions made by a party in the course of the proceedings; proposals by the mediator and documents made solely for purpose of the mediation proceedings.[27]

[22] Ibid.
[23] Model Law, Article 7.
[24] Ibid, Article 7 (2).
[25] Ibid, Article 10.
[26] Ibid.
[27] Ibid, Article 11.

To guard against possible conflict of interest, the Model Law precludes the mediator from acting as an arbitrator in respect of a dispute that is subject to the mediation proceedings or a dispute that has arisen from the same contract or legal relationship.[28] This is due to the likelihood of bias owing to the arbitrator's knowledge of the parties and the dispute. The arbitrator is likely to have formed an opinion on the relative strength or weakness of the case based on the analysis of the facts and evidence from the mediation proceedings which could be prejudicial in neutral settlement of the dispute. A settlement agreement concluded under the Model Law is binding and enforceable according to the rules of procedure of the state where enforcement is sought.[29]

4. Application of the Singapore Convention and the Model Law in Kenya

Unlike international commercial arbitration, international commercial mediation is yet to take root in Kenya. Kenya has quite an elaborate legal and institutional framework that has facilitated the use of arbitration in managing international commercial disputes. These include the Arbitration Act,[30] the Nairobi Centre for International Arbitration Act[31] and institutions such as the Chartered Institute of Arbitrators-Kenya, the Nairobi Centre for International Arbitration and the International Chamber of Commerce that have facilitated the uptake of international commercial arbitration. Kenya is also a signatory to the New York convention that provides a framework for the enforcement of international arbitral awards. This is not the case for international commercial mediation at the moment. However, Kenya is continuing to develop its domestic mediation framework and this offers promise for international commercial mediation.

The Constitution of Kenya enshrines the right of access to justice and provides that the state shall ensure access to justice for all persons and, if any fee is required, it shall be

[28] Ibid, Article 13.
[29] Ibid, Article 15.
[30] Arbitration Act, No. 4 of 1995, Government Printer, Nairobi.
[31] Nairobi Centre for International Arbitration Act, No. 26 of 2013, Government Printer, Nairobi.

reasonable and shall not impede access to justice.[32] In actualising the right of access to justice, the Constitution mandates courts and tribunals while exercising judicial authority to give effect to alternative forms of dispute resolution including *reconciliation*, *mediation*, *arbitration* and *traditional dispute resolution mechanisms*.[33]

Mediation is one of the forms of Alternative Dispute Resolution and flows from negotiation.[34] It arises where parties to a dispute have attempted negotiations but have reached a deadlock. As a result, parties agree to involve a third party to assist them continue with the negotiation process with the aim of breaking the deadlock.[35] Mediation has been practiced in the country since time immemorial. Indigenous African communities adhered to the values of harmony and togetherness and whenever a dispute arose between two parties, they would attempt to amicably resolve the dispute through negotiation.[36] In case of a deadlock, other parties and institutions such as the council of elders would come in and assist parties arrive at a solution.[37]

Following Constitutional recognition of mediation and other ADR mechanisms vide article 159 (2) (c), measures have been taken towards mainstreaming mediation in the justice system. The Civil Procedure Act[38] was amended to introduce Court Annexed Mediation. This Act establishes the Mediation Accreditation Committee appointed by the Chief Justice whose functions include inter alia determining the criteria for certification of mediators; maintaining a register of qualified mediators and enforcing a code of ethics for mediators as may be prescribed.[39] This Act further allows courts to refer cases to mediation on the request of the parties concerned; where it is deemed appropriate to do

[32] Constitution of Kenya, 2010, Article 48, Government Printer, Nairobi.
[33] Ibid, Article 159 (2) (c).
[34] Muigua. K., Resolving Conflicts Through Mediation in Kenya, Glenwood Publishers, 2nd Ed., 2017, pg 3.
[35] Ibid.
[36] Mwagiru, M., 'Conflict in Africa; Theory, Processes and Institutions of Management' Centre for Conflict Research, Nairobi, 2006.
[37] Ibid.
[38] Civil Procedure Act, Cap 21, Government Printer, Nairobi.
[39] Ibid, Section 59A.

so and where the law requires.[40] Vide the *Mediation (Pilot Project) Rules, 2015*, the court-annexed mediation was introduced in the commercial and family divisions of the High Court at Milimani Law Courts, Nairobi and has since spread to other divisions and court stations outside Nairobi. The Court-Annexed mediation has had its impact and success with the annual State of the Judiciary & Administration of Justice Reports highlighting the role it plays in enhancing access to justice in Kenya.[41]

However, Court-Annexed Mediation has also been criticised for its inherent weaknesses. It has been argued that the process is formal contrary to the attributes of mediation such flexibility and ability to be conducted in informal settings.[42] Further, the process to a large extent goes against the principle of voluntariness which is one of the hallmarks of mediation since parties are forced to mediate.[43] It has also been asserted that court-annexed mediation is contrary to the attribute of privacy since court documents become public once filed and can be accessed by any person.[44]

Attempts have been made towards addressing some of the challenges arising from the current practice of mediation in Kenya. The *Alternative Dispute Resolution Policy*[45] is one such endeavour. The purpose of this draft policy is to strengthen, guide and support the growth of Alternative Dispute Resolution (ADR) in the Country in order to achieve optimal delivery of access to justice for all Kenyans.[46] The policy is intended to create a *well-coordinated, well capacitated and cohesive ADR system* that is strategically linked to the

[40] Ibid, Section 59B.
[41] Judiciary, State of the Judiciary and Administration of Justice Annual Reports, available at https://www.judiciary.go.ke/resources/reports/ (accessed on August 24, 2020).
[42] Muigua. K., 'Court Sanctioned Mediation in Kenya-An Appraisal' available at http://kmco.co.ke/wp-content/uploads/2018/08/Court-Sanctioned-Mediation-in-Kenya-An-Appraisal-By-Kariuki-Muigua.pdf (accessed on August 24, 2020).
[43] Ibid; See also Wazir.MS, 'An Analysis of Mandatory Mediation' available at https://su-plus.strathmore.edu/handle/11071/4817 (accessed on August 27, 2020).
[44] Ibid.
[45] Alternative Dispute Resolution Policy (zero Draft), available at https://www.ncia.or.ke/wp-content/uploads/2019/08/ZERO-DRAFT-NATIONAL-ADR-POLICY_P.pdf (accessed on August 24, 2020).
[46] Ibid.

formal system, while at the same time maintaining *its autonomy as an informal system* and providing quality justice services to Kenyans across the country.[47]

The Policy identifies several challenges that undermine the full realization of the goals of ADR mechanisms including mediation. These include unclear scope of ADR, jurisdictional challenges, question of justiciability, inadequate implementation of existing laws and lack of framework legislation. The policy also identifies some of the challenges facing mediation in particular such as the existence of numerous institutions with each developing their own different rules, curricula and training programs.[48] This has resulted in duplication, disparate standards and a disjointed practice of mediation in Kenya.

The policy proposes several recommendations aimed at enhancing the practice of ADR in Kenya which include strengthening the legal and institutional framework for ADR; enhancing the quality and efficacy of ADR services; regulation and governance; promoting quality and standards of practice in ADR; capacity building; increasing availability, accessibility and uptake of ADR services and developing a framework for efficient recognition, adoption and enforcement of ADR decisions.[49] Promoting quality and standards of practice of mediation as envisaged by the ADR policy will also be essential in facilitating international commercial mediation since it will boost confidence within the business community of the country's capability as an ideal mediation forum.

While Kenya continues to strengthen its domestic legal and institutional framework on mediation, it is also important to create an enabling environment that would facilitate the uptake of international commercial mediation. Mediation is increasingly being used in international and domestic commercial practice as an alternative to litigation and arbitration due to its significant benefits, such as preserving commercial relationships, facilitating the administration of international transactions by commercial parties and

[47] Ibid.
[48] Ibid.
[49] Ibid.

producing savings in the administration of justice by States.[50] As part of the international business community Kenya should not be left behind. The country should join the noble course towards creating an enabling legal and institutional environment to facilitate international commercial mediation. Adopting the Singapore Convention and the Model Law represents a good starting point in the quest towards enhancing the scope of international commercial mediation in Kenya.

5. Adopting the Singapore Convention in Kenya

The foregoing discussion highlights some of the challenges facing the practice of mediation in Kenya such as inadequate legal framework; duplication, disparate standards and a disjointed practice of mediation and enforceability challenges with the exception of the Court-Annexed Mediation. These challenges do not create an enabling environment for the practice of international commercial mediation. *The Singapore Convention* and *Model Law* can cure these challenges by providing an elaborate procedural framework for the conduct of international commercial mediation and enforcement of mediation settlement agreements.

Kenya can thus strengthen its legal framework on mediation by adopting the two legal instruments. Since conflict is culture specific,[51] Kenya can adopt the two legal instruments with necessary modifications that reflect her local circumstances. Indeed, both the Singapore Convention and the Model Law provide for their adoption with necessary modifications to suit local circumstances. The Singapore Convention recognises the different levels of experience with mediation in different jurisdictions and allows reservations whereby a party may declare application of the convention only to the extent

[50] Singapore Convention, Preamble.
[51] LeBaron. M., 'Bridging Cultural Conflicts: A New Approach for a Changing World' Jossey-Bass, San Francisco, CA, 2003.

that the parties to the settlement agreement have agreed.[52] The Model Law also allows adjustments to be made to relevant articles according to the needs of party states.[53]

In adopting the two legal instruments, Kenya can consider revising them appropriately to allow for the conduct of mediation proceedings in Kiswahili which is one of the official languages in the country.[54] This will be important in facilitating commercial relationships between Kenya and its neighbouring countries such as Tanzania which is a key trading partner.

Now that article 12 of the Singapore Convention allows participation by regional economic integration organizations, the Convention can be adopted within the context of the East African Community in addition to adoption by individual member states. This will be critical in promoting the pillars of East African Community integration and in particular the customs union and the common market aimed at accelerating economic growth and development within the region.[55] It will also facilitate building of a legal bridge to promote uniform application of the Convention within the East African Community region considering that some of the countries are Anglophone (Kenya, Uganda and Tanzania) whereas some are Francophone (Rwanda and Burundi).

Further, in order to facilitate adoption and application of the Singapore Convention and the Model Law, Kenya should strengthen its institutional framework on mediation. Both the Singapore Convention and the Model Law envisage the role of an institution on matters such as appointment or replacement of a mediator.[56] The country may consider establishing a national mediation institute to facilitate such matters. The country should also strengthen its legal framework on mediation which should provide for the procedure for crucial matters such recognition and enforcement of mediation settlement agreements

[52] Singapore Convention, Article 8.
[53] Model Law, Article 16.
[54] The Constitution of Kenya 2010, Laws of Kenya, Article 7.
[55] East African Community, Pillars of EAC Regional Integration, available at https://www.eac.int/integration-pillars (accessed on August 26, 2020).
[56] Model Law, Article 6.

or setting aside of mediation settlement agreements. The Arbitration Act clearly provides for such procedures and this has led to the growth of arbitration as the preferred mode of commercial dispute resolution in the country.[57] In developing a national legal framework on mediation, drafters should ensure that the legislation captures these issues in order to give effect to the Singapore Convention and the Model Law.

The Mediation Bill[58] in Parliament represents a good starting point. However, the ideals of the ADR Policy need to be reflected in the Mediation law in order to enhance the uptake of mediation in the country. The Bill should go through adequate public participation to incorporate the views of all stakeholders in the country. There is a need to rally the support from the business community and collaborate with institutions such as the Kenya National Chamber of Commerce and Industry (KNCCI), Kenya Private Sector Alliance (KEPSA) among others in developing a national framework on mediation in order to promote commercial mediation in the country. Public awareness and participation in developing a national legal and institutional framework on mediation is important in ensuring acceptability and uptake of mediation in the country.

The Singapore Convention represents an idea whose time has come. It can work to advance international commercial mediation as a facilitator of trade and business relations and boost commerce in the country. Kenya should adopt the convention in order to enhance its international commercial mediation environment.

[57] Section 35 of the Arbitration Act, No. 4 of 1995 provides for setting aside of arbitral awards while section 36 provides for recognition and enforcement of awards.
[58] Mediation Bill, 2020, Government Printer, Nairobi.

References

Alternative Dispute Resolution Policy (zero Draft), available at https://www.ncia.or.ke/wp-content/uploads/2019/08/ZERO-DRAFT-NATIONAL-ADR-POLICY_P.pdf

Arbitration Act, No. 4 of 1995, Government Printer, Nairobi

Civil Procedure Act, Cap 21, S 59A, Government Printer, Nairobi.

Constitution of Kenya, 2010, Article 48, Government Printer, Nairobi.

East African Community, Pillars of EAC Regional Integration, available at https://www.eac.int/integration-pillars

IK. Zafar., 'The Singapore Mediation Convention, 2019', available at https://www.academia.edu/40289206/The_Singapore_Mediation_Convention

Judiciary, State of the Judiciary and Administration of Justice Annual Reports, available at https://www.judiciary.go.ke/resources/reports/

LeBaron. M., 'Bridging Cultural Conflicts: A New Approach for a Changing World' Jossey-Bass, San Francisco, CA, 2003.

Mediation Bill, 2020, Government Printer, Nairobi.

Muigua. K., 'Court Sanctioned Mediation in Kenya-An Appraisal' available at http://kmco.co.ke/wp-content/uploads/2018/08/Court-Sanctioned-Mediation-in-Kenya-An-Appraisal-By-Kariuki-Muigua.pdf

Muigua. K., 'The Singapore Convention on International Settlement Agreements Resulting from Mediation: Challenges and Prospects for African States' available at http://kmco.co.ke/wp-content/uploads/2019/12/The-Singapore-Convention-on-International-Settlement-Agreements-Resulting-from-Mediation-Kariuki-Muigua-December-2019.pdf

Muigua. K., Resolving Conflicts Through Mediation in Kenya, Glenwood Publishers, 2nd Ed., 2017.

Mwagiru, M., 'Conflict in Africa; Theory, Processes and Institutions of Management' Centre for Conflict Research, Nairobi, 2006.

Nairobi Centre for International Arbitration Act, No. 26 of 2013, Government Printer, Nairobi.

Schnabel .T., 'The Singapore Convention on Mediation: A Framework for the Cross-Border Recognition and Enforcement of Mediated Settlements' 19 Pepp. Disp. Resol. L.J. 1 (2019).

UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation, 2018 (amending the UNCITRAL Model Law on International Commercial Conciliation, 2002).

United Nations Convention on International Settlement Agreements Resulting from Mediation, United Nations, New York, 2019, *'Singapore Convention'*.

United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 10 June 1958), available at www.newyorkconvention.org/english.

Wazir. MS, 'An Analysis of Mandatory Mediation' available at https://su-plus.strathmore.edu/handle/11071/4817.