

RECRUITMENT SERVICE AGREEMENT

BETWEEN

UNIVERSITY OF GHANA

AND

.....

..... 2022



UNIVERSITY OF GHANA

Prepared by:
Office of Legal Counsel
University of Ghana
Legon, Accra.

THIS RECRUITMENT SERVICE AGREEMENT ("this Agreement") is made

BETWEEN

The University of Ghana, a public tertiary institution established by an Act of Parliament, the University of Ghana Act, 2010 (Act 806) with postal address, P. O. Box LG, 25 Legon, in the Greater Accra Region of the Republic of Ghana represented by its **Vice-Chancellor, Professor Nana Aba Appiah Amfo** (hereinafter called 'the University') which expression shall where the context so admits or requires include its duly authorized officers or assigns of the one part,

AND

..... (hereinafter called 'the Facilitator) which expression shall where the context so admits or requires include his agents, heirs, successors or assigns, **whose address is** of the other part.

Each referred to as "Party" and collectively as "Parties".

WHEREAS

- A. The University's International Programmes Office (IPO) has been authorised and mandated to encourage the recruitment of international students to the University for graduate and undergraduate studies;
- B. The University seeks to engage duly qualified persons (Facilitators) to assist in the recruitment of international students for its graduate and undergraduate programmes ("the Service");
- C. The Facilitator is duly equipped to provide recruitment services for the University and the Parties herein have agreed to the Facilitator providing the services.

THE PARTIES AGREE AS FOLLOWS:

1. Facilitator's Obligations

1.1 The Facilitator shall:

- 1.1.1 Recruit and refer duly qualified senior high school students and graduates (“Applicants”) to apply to read undergraduate and graduate programmes at the University;
- 1.1.2 Refer Applicant(s) who have the prescribed qualifications by the University in their jurisdiction to study at the University;
- 1.1.3 Ensure that all referred Applicants meet the minimum entry requirements for admission to the University;
- 1.1.4 Ensure that all referred Applicants provide verified results and, where applicable, verify security information to the University upon the submission of any application;
- 1.1.5 Confirm that all data pertaining to the prospective Applicant are a clear and accurate reflection of facts and confirm same to the University before the submission of their respective applications; and
- 1.1.6 Provide to all successful referred Applicant(s) their admission letters upon the payment of the authorised fees.
- 1.1.7 Comply with the Code of Conduct for Agents a copy of which is attached to this agreement as Schedule 1.

1.2 The submission of unverified/falsified Applicant data may lead to the termination of this Agreement;

2. University’s Obligation:

- 2.1 The University shall pay the Facilitator the fee (“the Recruitment Fee”) stated in clause 3 below.

3. Fees and Remuneration

3.1 The University shall pay the Facilitator:

- 3.1.1 A Recruitment Fee of **Four Hundred US Dollars (US\$400.00)**, less withholding tax as prescribed by law, for every referred Applicant duly enrolled and matriculated at the University; and

3.1.2 Payment of the sum mentioned in 3.1.1 above shall be made within two [2] weeks after the submission of a duly approved payment claim by the Facilitator.

4. Termination:

4.1 This Agreement may be terminated by:

4.1.1 Either Party serving one (1) month' prior written notice of its intention to do so to the other Party.

4.1.2 The University, if the Facilitator commits a breach capable of remedy and such breach is not remedied within ten (10) working days of notice being given to the Facilitator.

4.1.3 If the Agreement is rendered impossible to be executed due to force majeure in accordance with clause 5.11 herein, it may be terminated by mutual agreement between the Parties.

4.2 This Agreement shall automatically terminate if the Facilitator:

4.2.1 Commits any fraudulent or dishonest act(s) in the execution of his duties during the pendency of this Agreement;

5. The Parties Agree That:

5.1 This Agreement shall be for a term of one (1) year and shall commence on the last date of signature of the Parties

5.2 The Agreement may be renewed for further term subject to terms and conditions to be agreed upon.

5.3 Any notices to be served may delivered by hand or recorded mail to:

5.3.1 The University:

The Dean
International Programmes Office
University of Ghana
Legon
Telephone Number: +233 (0)303 937 244

5.3.2 The Facilitator:

.....
.....
.....

Telephone Number:

- 5.4 Failure or neglect by any Party to enforce at any time any of the provisions hereof shall not be construed nor shall it be deemed to be a waiver of that Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice its right to take subsequent action.
- 5.5 In the event that any or part of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent by law.
- 5.6 This Agreement is personal to the Facilitator only and shall not be assigned howsoever without the prior written consent of the University.
- 5.7 The Facilitator enters into this Agreement with the University as an independent operator and shall not represent himself/herself or his/her representatives, agents or assigns as employees, agents, partners or servants of the University.
- 5.8 This Agreement shall be construed and interpreted in accordance with the Laws of the Republic of Ghana only.

- 5.9 The Facilitator hereby warrants to indemnify and hold harmless the University from and against all liabilities, claims, losses, lawsuits, and/or expenses, arising from any act or failure to act by the Facilitator or his/her representatives, agents or assigns which may occur during the term of this Agreement.
- 5.10 Any dispute arising from or in relation to or in connection with this Agreement shall be settled through arbitration in accordance with the Alternative Dispute Resolution Act 2010, (Act 798) at the Ghana Arbitration Centre by one [1] arbitrator appointed by the Centre. The arbitral award shall be final and binding on the Parties and each Party shall bear its own cost.
- 5.11 The Parties acknowledge that this Agreement may be suspended or terminated due to an event of force majeure including, but not limited to, fire, earthquake, epidemic, explosion, casualty, strike, act of war, riot, civil disturbance, terrorism, act of God or any other reason beyond the Parties' control. Each Party will notify the other Party as soon as it is aware of any event or force majeure which would delay or prevent the performance. In the event of a force majeure, the Parties will consult with each other to determine a revised timeline for performance.
- 5.12 The Parties agree not to disclose information, in whatever form, of a confidential nature, including all personal, technical or commercially sensitive information to third parties. Each Party agrees to use Confidential Information disclosed to it solely for the purpose of the recruitment of international students. Such restriction shall apply both during the term of this agreement and after its termination unless a disclosure is bona fide, required by law or a court of competent jurisdiction or the information is already in the public domain.
- 5.13 The parties to this Agreement shall be bound by the provisions, duties and obligations under all local and international regulations regarding data protection including the Data Protection Act, 2012 (Act 843) with respect to personal data of

the parties, staff and students of the University and prospective applicants that become available and accessible to the Facilitator as well as all information relating to employees, intermediary third parties and beneficiaries.

5.14 Each Party agrees that, in connection with this Agreement, they will each, (including where appropriate, their respective officers, employees, agents):

5.14.1 not commit any act or omission which causes or could cause the other Party to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption including the Anti-Corruption Policy of UG, 2020;

5.14.2 keep accurate and up to date records showing all payments made and received and all other advantages given and received in connection with this agreement and the steps taken to comply with this Clause, and permit the other Party to inspect those records as reasonably required;

5.14.3 promptly notify the other Party of:

- i. any request or demand for any financial or other advantage received by him/her; and
- ii. any financial or other advantage it (or that person) gives or intends to give whether directly or indirectly in connection with this Agreement; and
- iii. any breach of this clause.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands and seals the day and year first above-written.

Signed for and behalf of University of Ghana:

Signed by the within named:

.....
PROFESSOR NANA ABA APPIAH AMFO
Vice-Chancellor

.....
Name:
Recruitment Facilitator

Date:

Date:

Witnessed by:

.....
PROFESSOR ERIC OSEI-ASSIBEY
Dean, International Programmes

Witnessed by:

Signature:
Name:
Title: