MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF GHANA, LEGON

AND

UNIVERSITY OF GHANA
PREAMBLE

Following discussion and exchanges of correspondence between the University of Ghana and ……………………, a formal memorandum of understanding is made between the University of Ghana, Legon (hereinafter "UG") and the ………………… (Hereinafter ……..). UG and ……. desire to establish certain cooperative programs beneficial to the respective educational institutions and to promote the development of joint studies, research and training activities, and other educational programs of mutual interest.

AGREEMENT

In contemplation of the relationship to be established and for valuable consideration, the parties agree as follows:

1. This agreement replaces all previous agreements between the parties, and subsequent discussions, agreements and understanding, whether verbal or in writing, is subsumed by this agreement.

2. This agreement is not considered to be a contract creating legal and financial obligations between the UG and ………. This agreement is designed to facilitate and develop genuine and mutually beneficial study programs, research relationship and exchange programs.

3. It is agreed that the UG and …… will work together to promote the following:
   
   a. Students exchange
   b. Faculty and staff exchanges
   c. Exchange of materials, documents and equipment
   d. Collaborative research in any field of interest common to both universities
   e. Creation and organization of conferences
   f. Collaboration on the organization of conferences
   g. Any other activity mutually agreed between the parties

4. This agreement is incorporated into, and will provide the foundation and framework for, the particular projects and developed by academic and administrative units from the two institutions and embodied in the implemented agreements.

5. Both institutions are committed to the policy that all persons shall have equal access to programs, facilities, admission and employment without regard to personal characteristics not related to academic ability, performance, or qualifications as determined by the respective UG and ………………policies.

6. This agreement, when executed by the parties, shall continue for a period of five (5) years.
7. This agreement may be renewed for a period by mutual consent of the UG and ….. Renewals shall be in writing and subject to the same terms and conditions set forth herein, and shall be contingent upon a satisfactory performance evaluation by the parties. The evaluation will be initiated by the respective International Programmes Offices.

8. Resources for implementation of this agreement may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this agreement. No implementation of any portion of this agreement or commencement of any specific projects may be initiated prior to the written assurance of adequate budgetary resources.

9. This agreement shall not be construed to create a relationship of partners, brokers, employees, servants, joint ventures or agents as between the parties. The parties to this agreement are acting as independent participants. With respect to employee compensation for services provided in connection with the agreement, each party shall be responsible for its own employees' withholding taxes, workers' compensation, and other employment-related taxes.

10. This agreement shall be governed by and construed under the laws of Ghana with respect to UG, and the laws of …………… with respect to ……. The parties shall cooperate mutually to resolve any dispute or misunderstanding by collaboration and discussion.

11. Either party shall have the absolute right to terminate this agreement with or without cause upon sixty (60) days prior written notice to the other party. Such termination shall not become effective as to students already enrolled and participating in a program at the Host Institution.

IN WITNESS WHEREOF, the authorized representative(s) of UG and ….. have executed two (2) copies of this agreement.

Pro -Vice-Chancellor
(Academic and Student Affairs)
University of Ghana
Prof. Samuel Kwame Offei

Vice-Chancellor/Rector
University of ………………………
……………………………………

Date………………………… …… Date………………………………

Dean, International Programmes
Prof. Ama de-Graft Aikins

Dean/Director, …………………
……………………………………