

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF GHANA, LEGON
AND

[NAME OF INSTITUTION]



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

THIS MEMORANDUM OF UNDERSTANDING is made this Day of
..... [Month, Year]

Between

The University of Ghana, a public tertiary Institution established by the University of Ghana Act, 2010 (Act 806) with its postal address as P.O Box LG 25 Legon Accra Ghana (hereinafter referred to as "UG" which shall include its agents, assigns, officers and successors in title), acting per, on the one part.

And

..... [NAME OF INSTITUTION, POSTAL ADDRESS]

(Hereinafter referred to as which shall include its agents, assigns, officers and successors in title), acting per, on the other part.

WHEREAS:

- I. UG and are desirous of establishing certain cooperative programs beneficial to both parties including the promotion and development of joint studies, research and training programs, as well as other educational programs of mutual interest; and
- II. Following discussions and exchanges of correspondence the parties have agreed to execute a Memorandum of Understanding (MOU) in the following manner:

TERMS

1. In contemplation of the relationship to be established and for the objects, aims and purpose that the parties seek to achieve, the parties agree as follows:
 - A. This MOU is designed to facilitate and develop genuine and mutually beneficial *study programs, research relationship and exchange programs [Revise as Needed]*.
 - B. This MOU will provide the foundation and framework for the particular or specific projects and programs that may be developed by academic and administrative units from the parties herein.

- C. This MOU replaces all previous MOUs between the parties, and subsequent discussions, agreements and understanding, whether verbal or in writing and is subsumed by this MOU.
- D. It is agreed that UG and [Name of Institution] will work together to promote the below [*Revise as Needed*] and may execute formal cooperation agreements to govern each project or activity as set out below:
 - i. Students exchange
 - ii. Faculty and staff exchanges
 - iii. Exchange of materials, documents and equipment
 - iv. Collaborative research in any field of interest common to both universities
 - v. Creation and organization of conferences
 - vi. Collaboration on the organization of conferences
 - vii. Any other activity mutually agreed between the parties

NON-LEGALLY BINDING

- 2. This MOU is not considered to be a contract creating legal and financial obligations between UG and [Name of Institution].

NON-DISCRIMINATION

- 3. Both parties, their officers, assigns and agents are committed to and acknowledge 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 and as maybe determined by the policies of UG and
- 4. The parties shall not engage in any vexatious, discriminatory or exploitative conduct that is directed at one or more specific individuals, based on the race, ancestry, place of birth, ethnic origin, citizenship, sex, sexual orientation, creed, marital status, family status, disability, receipt of public assistance or record of offences of that individual or individuals

ANTI-SEXUAL HARASSMENT

- 5. The parties shall not engage in any unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature.

DURATION

6. This MOU, when executed by the parties, shall continue for a period of five (5) years and may be renewed for a further period by the parties.
7. 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.

IMPLEMENTATION

8. Resources for implementation of this MOU may come from either party, depending upon budgetary availability.
9. A party is not obliged to expend any resources in connection with this MOU and no implementation of any portion of this MOU or commencement of any specific projects may be initiated prior to the written assurance of adequate budgetary resources.
10. This MOU 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 MOU are acting as independent participants.
11. Each party shall be responsible for its own employees' withholding taxes, workers' compensation and other employment-related taxes.

GOOD FAITH

12. To give effect to the provisions of this MOU and in order to give effect to the spirit of co-operation which will be required in order for the provisions of this MOU to be implemented effectively, the parties shall in their dealings with each other display their utmost good faith as if they were partners.

DISPUTE RESOLUTION

13. The parties shall cooperate mutually to resolve any dispute or misunderstanding by collaboration and discussion only.

TERMINATION

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

IN WITNESS WHEREOF, the authorized representative(s) of UG and [name of institution] have executed three (3) copies of this MOU.

University of Ghana
Name

University of [
of Institution]

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Prof. Gordon A. Awandare.
Pro -Vice-Chancellor (ASA).

[Name of VC/Rector]
Vice-Chancellor/Rector

Date.....

Date.....

Witness(es)

.....

.....

Prof. Eric Osei-Assibey
Dean, International Programmes.

[Name of Dean/Director].
[Title/Position]