

RECRUITMENT SERVICE AGREEMENT

BETWEEN

UNIVERSITY OF GHANA

AND

.....

..... 2020/2021



UNIVERSITY OF GHANA

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

THIS RECRUITMENT SERVICE AGREEMENT is made on this **BETWEEN** The University of Ghana, a tertiary educational institution at Legon, Accra, with postal address of P. O. Box LG, 25 Legon, in the Greater Accra Region of the Republic of Ghana represented by its **Vice Chancellor, Professor Ebenezer Oduro Owusu** (hereinafter called ‘the University’) of the one part, **AND** (Hereinafter called ‘the Facilitator’) of the other part.

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 all referred Applicants meet the minimum entry requirements for admission to the University;
- 1.1.4 Ensure that all referred Applicants shall provide verified results and, where applicable, verification 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 shall 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.

1.2 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 with the University; and

3.1.2 Payment of the sum mentioned in 3.1.1 above shall be made within two 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) months' 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.

4.2 This Agreement shall automatically terminate if the Facilitator:

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

4.2.2 Is declared bankrupt and such declaration or order is not vacated within thirty (30) days.

5. The Parties Agree That:

5.1 This Agreement shall be for a term of one (1) year and shall commence on
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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:

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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 itself or his/her representatives, agents or assigns as an employee, agent, partner or servant of the University.
- 5.8 This Agreement shall be construed and interpreted in accordance with the Laws of the Republic of Ghana only and the parties submit to the exclusive jurisdiction of the Ghanaian Courts.
- 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.

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:

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PROFESSOR EBENEZER ODURO OWUSU
 Vice Chancellor
 Date:

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Name:
Recruitment Facilitator
 Date:

Witnessed by:

Witnessed by:

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PROFESSOR ERIC OSEI-ASSIBEY
 Dean, International Programmes
 Date:

Signature:
 Name:
 Title:
 Date: