

MEMORANDUM OF UNDERSTANDING

BETWEEN

**SUNYANI TECHNICAL UNIVERSITY, SUNYANI
AND**

[NAME OF INSTITUTION]

.....



Prepared by:
International Relations and Institutional Linkage Directorate
Sunyani Technical University
Sunyani, Ghana.

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

Between

The Sunyani Technical University, a public tertiary Institution established by the Technical University Act, 2016 (Act 992, As Amended) with its postal address as P. O. Box 206, Sunyani, Ghana. (hereinafter referred to as “STU” which shall include its agents, assigns, officers and successors in title)

And

.....[NAME OF INSTITUTION, POSTAL ADDRESS] (hereinafter referred to as.....which shall include its agents, assigns, officers and successors in title).

1. WHEREAS:

- I. STU and are desirous of establishing certain cooperative programmes beneficial to both parties including the promotion and development of joint studies, research and training programmes, as well as other educational programmes 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:

2. TERMS

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 programmes, research relationship and exchange programmes* [Revise as needed].
- B. This MOU will provide the foundation and framework for the particular or specific projects and programmes 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 STU 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 parties
- v. Creation and organization of conferences
- vi. Collaboration on the organization of conferences
- vii. Any other activity mutually agreed between the parties

3. NON-LEGALLY BINDING

This MOU is not considered to be a contract creating legal and financial obligations between STU and[Name of Institution]. Both parties will however ensure the observance of this understanding in good faith on the successors-in-title and permitted assigns of the parties.

4. NON-DISCRIMINATION

- 4.1 Both parties, their officers, assigns and agents are committed to and acknowledge that all persons shall have equal access to programmes, 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 STU and[Name of Institution]
- 4.2 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.

5. ANTI-SEXUAL HARASSMENT

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

6. DURATION

- 6.1 This MOU, when executed by the parties, shall continue for a period of years and may be renewed for a further period by parties.

6.2 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/ offices in charge.

7. IMPLEMENTATION

7.1 Resources for implementation of this MOU may come from either party, depending upon budgetary availability.

7.2 A party is not obliged to expend any resources in connection with this MOU and no implementation of any option of this MOU or commencement of any specific projects may be initiated prior to the written assurance of adequate budgetary resources.

7.3 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.

7.4 Each party shall be responsible for its own employees' withholding taxes, workers' compensation and other employment-related taxes.

8. GOOD FAITH

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.

9. DISPUTE RESOLUTION

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

10. AMENDMENT AND TERMINATION

10.1 Any amendment to this MOU shall be in writing and shall be delivered by hand, email or cable to the party to which it is written at the address specified in this MOU. Such amendments shall be effected only by mutual agreement between the parties in writing.

10.2 Any notice or request required or permitted to be made or given under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, email, to the party to which it is to be given at the address specified or such other address as shall be hereafter notified.

10.3 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.

10.4 Such termination shall not be effective as to students or faculty already enrolled or participating in a programme at the Host Institution.

IN THE WITNESS HEREOF, the authorized representative(s) of STU and[Name of Institution] have executed three (3) copies of this MOU.

Sunyani Technical University

.....[Name of Institution]

NAME.....

NAME.....

SIGNATURE

SIGNATURE.....

DATE.....

DATE.....

WITNESS(ES)

WITNESS(ES)

In the presence of:

In the presence of:

NAME:.....

NAME.....

SIGNATURE.....

SIGNATURE.....

DATE.....

DATE.....