

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF GHANA, LEGON

AND

BHAKTIVEDANTA RESEARCH CENTER



Prepared by:

Office of the Legal Counsel,
University of Ghana,
Legon, Accra.

This Memorandum of Understanding (MoU) is made.

Between

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 in the Greater Accra Region of the Republic of Ghana (hereinafter referred to as "UG") which shall include its agents, assigns, officers and successors-in-title, acting through its Pro Vice-Chancellor, Academic and Student Affairs (ASA), Professor Gordon A. Awandare of the one part.

And

Bhaktivedanta Research Center, 110 A Motilal Nehru Road, Kolkata 700029 (hereinafter referred to as "BRC") which shall include its agents, assigns, officers and successors in title, acting through its Dean Academics and Trustee, Dr. Sumanta Rudra of the other part.

UG and BRC are collectively referred to herein as the "Parties/Institutions and individually as the "Party/ Institution.

WHEREAS:

- I. UG is a public tertiary institution established under the laws of Ghana with a mission to create an enabling environment that makes it increasingly relevant to national and global development through cutting-edge research as well as high-quality teaching and learning
- II. BRC is a research center and academic institute affiliated to the University of Mumbai for Masters, and PhD degree programs and to the Savitribai Phule Pune University for research. BRC is dedicated to preserving, researching, and disseminating the rich history, philosophy, and cultural heritage of India as well as to creating awareness and fostering cooperation on these studies internationally.
- III. UG and BRC 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
- IV. Following discussions and exchanges of correspondence the parties have agreed to execute a Memorandum of Understanding (MoU) in the following manner:

1.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:

- 1.1 This MoU is designed to facilitate and develop genuine and mutually beneficial study programs, research relationship and exchange programs.
- 1.2 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.
- 1.3 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.
- 1.4 It is agreed that UG and BRC will work together to promote the below 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

2.NON-LEGALLY BINDING

This MoU is not considered to be a contract creating legal and financial obligations between UG and BRC except for this Clauses 2, 8 through to 13.

3.NON-DISCRIMINATION

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 BRC.

4. ANTI-SEXUAL HARASSMENT

The Parties shall ensure that their personnel and students do not engage in any unwelcome sexual advances, requests for sexual favors, and other verbal or

physical conduct of a sexual nature towards others and that there are processes in place to address issues of sexual harassment.

5.DURATION, RENEWALS & AMENDMENT

- i. This MoU, when executed by the parties, shall take effect from the last date of signature of the Parties representatives and continue for a period of five (5) years and may be renewed for a further period by the Parties.
- ii. 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.
- iii. Any amendment or modification must be in writing, signed by both parties, and expressly state that it is amending this MoU.

6.IMPLEMENTATION

- i. Resources for implementation of this MoU may come from either Party, depending upon budgetary availability.
- ii. 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.
- iii. 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.
- iv. Each party shall be responsible for its own employees' withholding taxes, workers' compensation and other employment-related taxes.

7.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.

8. DISPUTE RESOLUTION

If any dispute, controversy, misunderstanding, or claim arise out of the interpretation and enforcement of this MoU, the Parties, shall cooperate, in an attempt to mutually resolve the dispute, misunderstanding, or claim through collaboration and discussion only.

9. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Ghana with respect to University of Ghana (the performance of any of its obligations and in the event of a breach that may occur in Ghana) and the laws of the India with respect to BRC (the performance of any of its obligations and in the event of a breach that may occur in India).

10. CONFIDENTIALITY AND DISCLOSURE

- i. Each Party acknowledges that by reason of this MoU, it may have access to certain information and materials concerning the other Party's business, affairs, customers, and technology, which are confidential and of substantial value to both Parties the value of which would be adversely affected and/or impaired if such information were disclosed to a third party.
- ii. Each Party agrees that it shall not, during the tenure of this MoU and after the termination thereof, use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by either Party other than to fulfill its obligations in terms of this MoU.
- iii. Each Party shall take every reasonable precaution to protect the confidentiality of such information during and after the time frame of this MoU.
- iv. Each Party's obligation not to disclose the other Party's confidential information shall not apply where such information is in the public domain; or is required to be disclosed under the operation of law; or is required in response to a lawful order of a court of competent jurisdiction, provided that the requested Party takes reasonable steps to first give the other Party sufficient prior notice to contest such order.

11. INTELLECTUAL PROPERTY

- i. Neither Party shall use the name, logo, trademark, image or other intellectual property of the other for advertising, marketing, endorsement or any other purpose without the specific prior written consent of an authorized representative of the other Party with respect to each such use.
- ii. Intellectual property rights which already exists prior to this cooperation and which is not the result of this joint collaboration, remain the property of the Party that provides the information, unless explicitly agreed otherwise in writing between the Parties.
- iii. An agreement on intellectual property rights shall be drawn up separately in accordance with the applicable laws of the respective countries for all

property rights, results and publications, which are jointly generated as a result of the cooperation between the Parties.

12. TERMINATION

- i. 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.
- ii. Such termination shall not become effective as to students or faculty already enrolled or participating in a program at the Host Institution.

13. DATA PROTECTION

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 each of the parties, its staff and students that become available and accessible to the parties as well as all information relating to employees, intermediary third parties and beneficiaries.

14. FORCE MAJEURE

No failure or delay by the Parties hereto in the performance of any obligation herein contained shall be deemed a breach of this MoU, nor shall the same create any liability as a result of any force or cause beyond the control of the Parties including, but not limited to, acts or omissions of any government, compliance with laws, regulations, orders or requests of any governments, fire, storm, flood or earthquake, war, rebellion, revolution, riot, strikes or lockouts, provided that lack of finances shall not be considered a force majeure nor shall any force majeure suspend any obligation for the payment of money due hereunder. Should an event of force majeure occur which prevents the performance of any obligation of either Party, the performance of any such obligation, directly, indirectly or consequentially affected by the event of force majeure, will be postponed for such time as the performance necessitates. The Parties hereto shall make all reasonable efforts to minimize, reduce and mitigate the effect of any delay occasioned by an event of force majeure.

15. NOTICES

Any notice or communication to be given under this MoU shall be either personally delivered at the respective addresses provided or sent by registered post to the following contact persons:

If to UG:

The Dean,
International Programmes Office
Room F8, International House

University of Ghana campus
Annie Jagge Road
P.O. Box LG 586
Legon, Accra
Ghana
Tel: +233 59 380 4303/+233(0)507062282
Email: arip@ug.edu.gh; dip@ug.edu.gh

If to BRC:
The Dean,
Bhaktivedanta Research Center
110A, Motilal Nehru Road
Kolkata -29
P.O.Box 700029
Kolkata, Westbengal
India
Tel: +919820020505
Email: Sumantarudra@gmail.com

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

For and on behalf of University of
Ghana

For and on behalf of Bhaktivedanta
Research Center



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

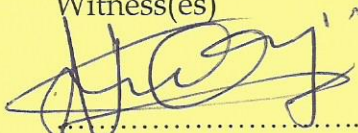
Date...1/2/24.....



Dr. Sumanta Rudra
Dean Academics and Trustee

Date.....

Witness(es)



Prof. Eric Osei-Assibey
Dean, International Programmes.



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Anurag Pareek, Dean Administration