



MEMORANDUM OF UNDERSTANDING

BETWEEN

**CENTRE OF EXCELLENCE IN REPRODUCTIVE
HEALTH INNOVATION (CERHI)**

UNIVERSITY OF BENIN, NIGERIA

AND

**KWAME NKRUMAH UNIVERSITY OF SCIENCE AND
TECHNOLOGY, GHANA**



THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "the Agreement") is made thisday of February, 2018 (hereinafter referred to as the "**Effective Date**"), **BETWEEN The Centre of Excellence in Reproductive Health Innovation, University of Benin**, Ugbowo, Benin City, Edo State of Nigeria (hereinafter referred to as "CERHI" which expression shall whenever the context so admits or requires include its successors or assigns) represented by its true and lawful attorney **PROFESSOR FARADAY ORUMWENSE (Vice Chancellor)** of the one part,

AND KWAME NKRUMAH UNIVERSITY OF SCIENCE AND TECHNOLOGY, University Post Office, Private Mail Bag, Kumasi-Ghana, an educational institution established by the Kwame Nkrumah University of Science and Technology Act, 1961 (Act 80) as amended, to provide tertiary education, (hereinafter referred to as "**KNUST**" which expression shall whenever the context so admits or requires include its successors or assigns) for and on behalf of the Department of Economics, represented by its true and lawful attorney, **PROFESSOR KWASI OBIRI DANSO (Vice-Chancellor)** of the other part.

WHEREAS the parties are institutions of higher education, taking an active part in joint research, curriculum development, joint teaching, faculty exchange and training, student exchange, within the context of the Africa Centers for Excellence project;

WHEREAS The University of Benin, as the Africa Center of Excellence (ACE) in Reproductive Health Innovation, and lead party, has accepted a grant on behalf of KNUST for research into Reproductive health economics.

AND WHEREAS the parties wish to enter into this Agreement in order to set out their respective rights and obligations under this agreement;

THIS AGREEMENT WITNESSES AS FOLLOWS:

1. Context of the Agreement

1.1 The objective of the Africa Centers of Excellence project is to promote regional specialization among participating universities in areas that address regional development challenges and strengthen the capacities of these universities to deliver quality training and applied research in reproductive Health Economics, in this context. The overall development objective of the



project is to meet the labour market demands for skills in reproductive Health Economics that can affect development, economic growth and poverty reduction.

1.2 Partnership is a key modality of regional collaboration. The award specifies that at least 15% of project funding must be invested in partnerships, and at least 10% must be invested in partnership activities with African partners. CERHI is required to serve as a hub for a network of partner institutions including academic and industry partners.

1.3 The main objectives of this academic collaboration is to raise the quality of research in Reproductive Health Economics between these institutions in the region; and to raise the ACE's own capacity in research and education generally.

2. Objectives and Scope of this Agreement

2.1 The strategic objective of this Agreement is to contribute towards the shared project goal (outlined in section 1.1); to promote regional specialization among participating universities in areas that address regional development challenges and strengthen the capacities of these universities to deliver quality training and applied research in Reproductive Health Economics.

2.2 At the operational level, this Agreement seeks to facilitate and to enhance academic cooperation and sharing of resources such as Staff/Students exchanges in Health Economics and joint research in Reproductive Health Economics to deliver the agreed partnership activities towards the achievement of the project objectives.

2.3a This Agreement is not a legally binding contract, but rather a framework document underpinning a collaborative partnership between the respective institutions.

2.3b To this end, staff exchange schemes shall be effected on the basis of proof of expertise in Health Economics by evidence of previous researches and peer reviewed publications in Health Economics with emphasis on reproductive Health Economics.



3. Governance, roles and responsibilities.

3.1 By virtue of the inter-institutional nature of this agreement, the parties' senior management teams shall commit themselves to the principles and approaches embodied in this Partnership Agreement, as well as its requirements and implications, to enable well-informed and supportive decision-making that facilitates its implementation.

3.2 For purposes of expediting the effective coordination and implementation of the activities covered by this Agreement, the parties shall nominate authorized representatives. The lead project contacts will participate in the project management group established by CERHI, to oversee the implementation of this Agreement.

3.3 As the University of Benin is the lead partner in this agreement, the ACE will take responsibility for:

- (a) Convening regular meetings (once every quarter) of the partners and circulating the relevant documentation in advance of the meeting. Meetings will normally take place using ICT, to be cost-efficient, except when a physical meeting is necessary.
- (b) Financial management on behalf of the partners in accordance with the agreed project guidelines and project budget.
- (c) Oversight of the implementation of the Partnership Action Plan.
- (d) Compiling the annual budget report with input from all partners, including reporting against agreed indicators, activity reporting, financial and qualitative reporting.
- (e) Discussing and resolving any issues with the partners as they arise.

3.4 KNUST will take responsibility for:

- a) Participating in regular meetings of the partners.
- b) Complying with the agreed budget for partnership activities.
- c) Deliverables as outlined in the Partnership Action Plan.
- d) Contributing to the annual report, and review and signing of on the annual report.
- e) Discussing and resolving any issues with the partners as they arise.

4. Financial Management

4.1 CERHI is responsible for project financial management, including budgeting, expenditure and accounting. This includes specific responsibility for ensuring that



some of project funding is spent on partnership activities as agreed in the Partnership Action Plan and project budget. CERHI will solicit concurrence from all partners for the expenditures.

4.2 Each party is responsible for deliverables in accordance with the agreed Partnership Action Plan and the project budget.

5. Monitoring and Evaluation

5.1 The parties shall inform one another about progress made, and challenges, in respect of each joint activity at regular meetings of the partners.

5.2 ACEs will be funded based on achievement of results that are annually reported (DLIs). The Partnership Action Plan captures partnership deliverables that will contribute towards those results. Parties agree to work together towards these results and or results relating to the attainment of DLIs.

5.3 CERHI will compile an annual report which will include reporting against indicators, activity reporting, financial and qualitative reporting. Each partner will provide the ACE with inputs for this report on request, following sufficient notice of requirements. The annual reports must be endorsed and signed off by all partners and the final version published and circulated to all partners.

5.4 Each year the parties shall review the operation of this Agreement and revise the specific collaborative activities and commitments for the upcoming year in line with the outcomes of the review.

6. Intellectual Property

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed or created by the students and faculty as a result of joint research or education activity during the course of this project shall be vested in both parties to this agreement. Parties shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and Parties shall enter in good faith discussions in order to make joint applications for the registration of the same. Before any registration or commercialization of any



intellectual property takes place, the Parties agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing. Any publication regarding such intellectual property shall only be possible with the prior written consent of all Parties, with the understanding that such consent should not be unreasonably withheld.

7. Confidentiality

All confidential information disclosed in writing and clearly marked "Confidential" by one partner to the others relating to this Agreement shall be kept confidential, and the Parties shall under no circumstances disclose this information to any third party without prior written consent of all partners except when the provisions of law make allowance.

8. Liability

Each Parties undertakes to perform its part of the project at its own risk and under its own sole liabilities.

9. Initiation and Termination of the Partnership Agreement.

9.1 This Agreement will come into force on the date that it is fully signed by all Parties and shall remain in force for the duration of the Africa Centers of Excellence project, from (December 2017 to December 2018) unless terminated by any Parties.

9.2 Any Parties may terminate the Agreement at any time by giving prior written notice of three months first to the other Parties, then to the Regional Facilitation Unit, the Association of African Universities, although such action will only be taken after consultation with all partners, in order to avoid possible inconvenience to all concerned.

9.3 The Parties agree that proposed changes to the Agreement's contents or validity must be communicated in writing by the proposing partner to the other Parties. Any variation to the Agreement must then be agreed in writing by all Parties.

10. Disputes

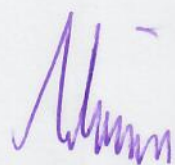
The Parties will make every reasonable effort to resolve all issues fairly by negotiation. In the event that the dispute cannot be resolved within a four week period the matter shall be referred to the Presidents or other leaders of the



partner organizations involved, for resolution. Any dispute which cannot be settled amicably shall be finally settled by third party mediation. Each Parties shall bear its own costs connected to such a mediation procedure.

IN WITNESS WHEREOF the Parties through their duly authorized representatives hereto execute this **Agreement** as follows:


SIGNED by KNUST
Represented by
Prof. Kwasi Obiri Danso
Tel: +233 3220 60334
Email: ycoffice@knust.edu.gh
Website: www.knust.edu.gh


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VICE-CHANCELLOR
VICE CHANCELLOR
KNUST - KUMASI

In the presence of:

WITNESS

Name : Mr. A.K. Boateng
Address : University Post Office
PMB, KNUST-Kumasi
Position : Registrar.

Signature 
Tel: +233 3220 60334
Email: registrar@knust.edu.gh
Website: www.knust.edu.gh

Date : 9-02-18

SIGNED by CERHI
Represented by
Prof. Faraday Orumwense


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VICE-CHANCELLOR (University of Benin)

In the presence of:



Witness

Name : Mrs. Otasowie Oshodin

Address : University of Benin

Position : REGISTRAR

Signature : *OA Oshodin*

Date : *21/3/2018*

Reviewed by:

Ms. Lucy Diawuo

SAR/LO (Legal and Welfare Office)