MEMORANDUM OF UNDERSTANDING

BETWEEN

KWAME NKRUMAH UNIVERSITY OF SCIENCE AND TECHNOLOGY

AND

KUMASI, GHANA

AND

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA TECH)

AUGUST, 2011
THIS AGREEMENT is made this…………….day of………………., 2011 BETWEEN THE
KWAME NKRUMAH UNIVERSITY OF SCIENCE AND TECHNOLOGY, Kumasi, in the
Ashanti Region of the Republic of Ghana, an educational institution established to provide
tertiary education (hereinafter called “KNUST” which expression shall whenever the context so
admits or requires, include its successors and assigns) acting by its true and lawful attorney,
PROF. WILLIAM OTOO ELLIS (the Vice-Chancellor) of the one part AND VIRGINIA
POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (hereinafter called “Virginia
Tech” which expression shall whenever the context so admits or requires, include its successors
and assigns) acting by its true and lawful attorney, DR. CHARLES W. STEGER (the President)
of the other part.

WHEREAS the Parties desire to reach an understanding for joint participation in a Title XII
Collaborative Research Support Programme (CRSP) in Agriculture and Fisheries funded by the
United State Agency for International Development (USAID) and participating institutions;

WHEREAS KNUST has entered into a sub contractual agreement with Virginia Tech, the
Management Entity for the CRSP, whereby KNUST shall implement and operate a CRSP
Project with Virginia Tech;

AND WHEREAS the Parties recognize the mutual benefits to be derived from jointly
participating in the CRSP as a means of expanding and improving the knowledge, understanding,
opportunities and capabilities of fishery production through aquaculture.

THIS AGREEMENT WITNESSES AS FOLLOWS:

ARTICLE I – PURPOSE

The purpose of this Agreement is to record that the parties agree to participate in a
collaborative research programme in aquaculture and fisheries. Consummation of an
administrative agreement between Virginia Tech and KNUST is a requirement of the
agreement between KNUST and Virginia Tech, and the Virginia Tech cannot pay
reimbursement to KNUST for work conducted at Virginia Tech in the absence of such an
agreement.
ARTICLE II – ELEMENTS OF THE AGREEMENT

1. The Virginia Tech shall be the lead U.S institution for the period of this Agreement, but other CRSP institutions may actively cooperate with Virginia Tech and KNUST, both at the project site and in the region. Any necessary agreements between KNUST and other CRSP institutions shall be defined in documents separate from this Agreement.

2. The research areas to be addressed under this Agreement, as determined jointly by the scientists representing Virginia Tech and the CRSP are enhancing the profitability of small aquaculture operations in Ghana, Kenya, and Tanzania through improved resource management and environmental best management practices.

3. Experiments conducted under this programme shall be designed and evaluated by teams composed of selected scientists from participating U.S universities, as well as scientists designated by Virginia Tech and other participating non-U.S institutions. U.S and Virginia Tech project scientists shall have access to data, make joint efforts on reports and share authorship as appropriate for publications resulting from CRSP work.

4. Experiments conducted under this programme shall be jointly accomplished by qualified research scientists employed by the counterpart U.S institutions in cooperation with Virginia Tech personnel. KNUST scientists shall coordinate logistics, including personnel, equipment and supplies, in cooperation with Virginia Tech scientists.

5. In the event of a need to change either U.S or Virginia Tech personnel, the project Principal Investigator from either the U.S university or Virginia Tech may initiate action and finalize it in consultation with the counterpart Principal Investigator, seeking final approval from the CRSP Director.

6. CRSP management may visit Virginia Tech at any time to observe research activities funded under the CRSP.

7. Contingent only upon available funding from USAID, participating U.S universities shall provide:
   i) USAID-approved travel reimbursement to allow Virginia Tech personnel to attend meetings with collaborators, subject to approval by the CRSP Director and KNUST P.I., and to travel in country for project purposes.
   ii) Such laboratory equipment, computer facilities and supplies as may be required for successful completion of the experiments, which are not presently available for the project at Virginia Tech.
   iii) Funds for renovation and maintenance of CRSP ponds and laboratory, project utility consumption, communication, publication and other support services.
iv) Salaries and allowances for biologists and technicians directly hired through Virginia Tech for work on CRSP.

v) Release time, when possible, for U.S scientist to participate in the Virginia Tech aquaculture programme.

8. In support of these research activities, Virginia Tech shall provide:

i) Laboratory space and related infrastructure.

ii) Release time of Virginia Tech scientists for participating in CRSP research.

iii) Access to Virginia Tech library and computer facilities.

iv) Request for duty-free importation from the U.S of project supplies and equipment.

v) Appropriate appointments for participating U.S resident scientists, who shall receive privileges offered to Virginia Tech International staff. The primary responsibility of these scientists shall be to conduct CRSP experiments.

vi) Management of project operational expenditures at Virginia Tech through the Virginia Tech accounting system.

ARTICLE III – DURATION

This Agreement shall become effective upon the date of final signature and shall continue until modified, amended or terminated. It may be modified, amended or terminated by unanimous agreement of the parties in writing. Any party may withdraw from this Agreement by giving ninety (90) days advance written notice to the other party.

ARTICLE IV – PROPRIETORSHIP

All project equipment, vehicles and facilities purchased with CRSP funds under this Agreement and used extensively at Virginia Tech shall be registered and recorded by Virginia Tech administration, shall become Virginia Tech property on termination of the experiments. Any exceptional arrangement should be agreed upon between KNUST and Virginia Tech.

ARTICLE V --- COMMUNICATION

Communication regarding this Agreement shall be directed to the signatories with copies to the CRSP Director.
ARTICLE VI – DISPUTE RESOLUTION

Any differences, controversy or claim arising out of the interpretation or application and implementation of this Agreement shall be settled amicably through consultation and negotiation between the parties within the spirit of collaboration.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED/SEALED AND DELIVERED by PROF. WILLIAM OTTOO ELLIS for and on behalf of “KNUST”

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THE VICE-CHANCELLOR

In the presence of:-

WITNESS

Name : Kobby Yebo-Okrah
Address : University Post Office
          PMB, KNUST-Kumasi
Position : Registrar, KNUST
Signature :
SIGNED/SEALED AND
DELIVERED DR. CHARLES W. STEGER
for and on behalf of VIRGINIA TECH

PRESIDENT

In the presence of:

WITNESSES

Name : DR. Guru Ghosh
Address : 319 Burruss Hall
          Blacksburg, VA 24061
Position : ASSOC. VICE PRESIDENT FOR INTERNATIONAL AFFAIRS
Signature : [Signature]

Name : DR. ERIC HALLERMAN
Address : 106 Cheatham Hall
          Blacksburg, VA 24061
Position : HEAD, DEPT OF FISH AND WILDLIFE CONSERVATION
Signature : [Signature] 10/27/11