



Kwame Nkrumah
University of Science
and Technology, Kumasi

OFFICE OF THE VICE-CHANCELLOR

Our Ref. No: VC/SS/11/2020/27

Your Ref. No.

Tuesday, November 17, 2020

To: **AGENTUR FUR QUALITATSSICHERUNG
DURCHAKKREDITIERUNG VON
STUDIENGANGEN (AQAS), GERMANY.**

Subject: **NOTIFICATION OF AWARD OF CONTRACT FOR ENGAGING A
CONSULTANT FOR THE INTERNATIONAL ACCREDITATION OF
POSTGRADUATE PROGRAMMES IN ENGINEERING UNDER THE KNUST
ENGINEERING EDUCATION PROJECT (KEEP) AT THE COLLEGE OF
ENGINEERING – AS/KNUST/CSER/0010/2020, KNUST.**

THIS is to notify you that your Company has been awarded a contract for Engaging a Consultant for the International Accreditation of Postgraduate Programmes in Engineering under the KNUST Engineering Education Project (KEEP) at the College of Engineering, KNUST, at the cost of €54,361.35 (Fifty-Four Thousand, Three Hundred and Sixty-One Euros, Thirty-Five Cents) as per your quotation attached.

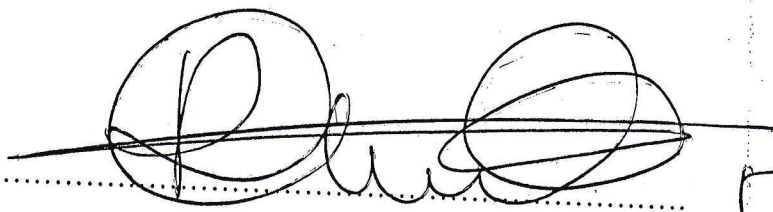
THIS NOTIFICATION of Award and Letter of Acceptance shall constitute formation of a contract between your Company and the University as follows:

1. You are requested to submit your **Letter of Acceptance** to the **Procurement Office, KNUST** within **fourteen (14) days** after the notification of contract award; and
2. You are also hereby instructed to proceed with the signing of Contract at the **Procurement Office, KNUST** within **fourteen (14) days** after the Submission of the **Letter of Acceptance**.

Failure to comply with the fulfillment of Signing of Contract within the time frame will constitute the failure of Formation of the contract.

You are, therefore, requested to promptly comply with the above-stated conditions precedent for the prompt execution of the contract.

Authorised Signature.....



17/11/2020

Name and Title of Signatory: Prof. (Mrs.) Rita Akosua Dickson, the Vice-Chancellor

cc: Deputy Registrar, Legal and Welfare

Director of Procurement

Project Lead, KEEP

Head, University Stores

CONTRACT FORM

THIS AGREEMENT is made the 17th day of November, 2020 *between* **KWAME NKRUMAH UNIVERSITY OF SCIENCE AND TECHNOLOGY, UNIVERSITY MAIN CAMPUS, KUMASI, UNIVERSITY POST OFFICE, PRIVATE MAIL BAG, KUMASI-GHANA**, an educational institution established by Act 80 of 1961 to provide tertiary education (hereinafter called "the Purchaser" which expression shall whenever the context so admits or requires include its successors or assigns) represented by its true and lawful attorney, **PROFESSOR (MRS.) RITA AKOSUA DICKSON (Vice-Chancellor)** of the one part and **AGENTUR FUR QUALITATSSICHERUNG DURCHAKKREDITIERUNG VON STUDIENGANGEN (AQAS), GERMANY** a company registered under the laws of Germany with its Head Office at **COLOGNE, GERMANY, AQAS E.V. HOHENSTAUFENING 30-32 50674 KOLN.** represented by its true and lawful attorney **DR VERENA KLOETERS (Managing Director)** of the other part.

WHEREAS the Purchaser invited Tenders for certain goods and ancillary services, viz, **Engaging a Consultant for the International Accreditation of Postgraduate Programmes in Engineering under the KNUST Engineering Education Project (KEEP) at the College of Engineering, KNUST, AND WHEREAS** the Purchaser has accepted a tender by the Supplier for the supply of those goods and services at the cost **€54,361.35 (Fifty-Four Thousand, Three Hundred and Sixty-One Euros, Thirty-Five Cents)** (hereinafter called the "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the attached Conditions of Contract.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The Accreditation Agreement of the Contract attached;
 - b. The Price Schedule submitted by the Tenderer;
 - c. The Technical Specifications; and
 - d. The Purchaser's Notification of Award.

3. THE SUPPLIER'S COVENANTS

In consideration of the payments to be made by the Purchaser to the Supplier as Hereinafter stated, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy any defects therein in conformity, in all respects, with the terms and conditions of the Contract.

4. THE PURCHASER'S COVENANTS

The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the prompt remedying of any defects at the times and in the manner prescribed in the Contract.

IN WITNESS WHERE OF, the Parties have hereunto set their hands and seals the day and year first above written.

SIGNED/SEALED AND DELIVERED by

the Purchaser represented by Professor (Mrs.) Rita Akosua Dickson VICE-CHANCELLOR
in the presence of:

VICE CHANCELLOR
KNUST - KUMASI
SEAL

WITNESS

Name: Edward Nketia-Asante

Position: Director of Procurement

Address: Procurement Office
University Post Office
PMB, Kumasi-Ghana

Signature: 

SIGNED/SEALED AND DELIVERED by

the Supplier represented by Dr. Verena Kloeters
in the presence of:

Cologne, 02/02/21



WITNESS

Name: Patrick Henzer

SEAL

Business and Postal Addresses: AQAS e.V.

Hohenstaufenring 30-32, 50674 Cologne/Germany

Position: Consultant

Signature: 

AQAS e.V.
Hohenstaufenring 30-32
50674 Köln





AGENTUR FÜR
QUALITÄTSSICHERUNG DURCH
AKKREDITIERUNG VON
STUDIENGÄNGEN E.V.

Accreditation Agreement

between

Kwame Nkrumah University of Science and Technology, Kumasi/Ghana
Represented by the Vice-Chancellor Professor Rita Akosua Dickson

- hereinafter referred to as "University" -

and

**AQAS e.V. (Agentur für Qualitätssicherung durch
Akkreditierung von Studiengängen)** (Agency for Quality Assurance by
Accreditation of Study Programmes, Registered Association [e. V.]),
located at the address: Hohenstaufenring 30-32, 50674 Köln, Germany,
represented by the Managing Director acting on behalf of the Board of Directors

- hereinafter referred to as "AQAS" -

dated 02 December 2020

Section 1

The subject matter of the agreement is the execution of an accreditation procedure for the following study programmes offered by Kwame Nkrumah University of Science and Technology:

- Computer Engineering (MPhil)
- Computer Engineering (PhD)
- Telecommunication Engineering (MPhil)
- Telecommunication Engineering (PhD)
- Power Systems Engineering (MPhil)
- Electrical Engineering (PhD)
- Renewable Energy Technologies (MPhil/MSc)
- Sustainable Energy Technologies (PhD)

Section 2

The University mandates AQAS to review the study programmes it offers and requests an accreditation of these study programmes.

Section 3

The University will provide the application documents until 1 May 2021. The University will inform AQAS if there is a foreseeable delay. AQAS undertakes to examine the application as soon as possible for completeness and to request any missing information immediately. The University assures that the documents in the present form at hand have not been submitted to any other agency listed in the EQAR.

Section 4

The University assures that the documents have not been submitted to any other agency listed in the EQAR for a review.

Section 5

The AQAS Accreditation Commission decides on the initialization of the procedure and on the composition of the panel of experts. AQAS informs the University about the outcome.

Section 6

The details and the sequence of actions of the accreditation procedure follow the steps defined in Annexe I.

Section 7

The timeline of the procedure is outlined in Annexe II of this Agreement. The signatories to this agreement are aware that the annexed timeline reflects an ideal procedure and is not legally binding.

Section 8

(1) The costs for the accreditation procedure are the following:

1. A *basic quota* of 27,835 € (plus applicable tax; maximal 7%)
2. a *procedure quota* of 9,670 € (plus applicable tax; maximal 7%), as well as
3. a travel quota of 13,300 € (plus applicable tax; maximal 7%).

The total amount is 50,805 € (plus applicable tax; maximal 7%).

- (2) On signing the contract, 40% (20,322 € plus applicable tax; maximal 7%) of the total costs of the accreditation procedure will become due, 30% (15,241.50 € plus applicable tax; maximal 7%) become due after the Accreditation Commission of AQAS has taken the decision on the initialization, and 30% (15,241.50 € plus applicable tax; maximal 7%) become due after the final decision of the Accreditation Commission of AQAS for the cluster. Separate invoices will be sent.
- (3) The University will arrange and cover all costs for ground transportation in Kumasi, accommodation in Kumasi and meals for the panel of experts and the accompanying AQAS consultants in cooperation with AQAS for the site visit in Kumasi.
- (4) AQAS will arrange all ground transportation in the country of origin and all flights for the panel of experts and the AQAS consultants.
- (5) The accreditation decision is taken by the AQAS Accreditation Commission and is valid for 6 years.
- (6) In case the AQAS Accreditation Commission decides to suspend the accreditation procedure based on the findings documented in the expert report, the University is given the opportunity to revise its programme in a defined period and re-submit the application to AQAS for a second review that takes place in written form (a second site visit is not included). In this case, additional costs in the amount of € 5,000 will be due.

Section 9

The University is entitled to cancel the agreement. In the case of such cancellation, the full amount of the *basic quota* becomes due. If AQAS receives the written cancellation at the latest eight weeks before the scheduled site visit, the *procedure quota* is waived. In this case, AQAS will only invoice the University for any expenses that may have been incurred by the experts, i.e. travel costs as well as proportionate daily allowances. Should the cancellation take place at a later stage, both the full *basic quota* and the *process flat rate*

become due; furthermore, all travel costs that have been incurred until the date of cancellation will be charged to the University.

Section 10

In the event that AQAS's evaluation is negative or if the application for accreditation is cancelled, the University agrees that any information and data connected to the application - as far as this is necessary for the determination of programme identity - can be passed on to other agencies listed in EQAR.

Section 11

AQAS may make use of the service of the subcontractor AQAS ARCH GmbH to assist in the operational processing of this procedure.

Section 12

1. If either party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement (other than an obligation to make payment) by a Force Majeure Event then:
 - a) that party's obligations under this Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that that party is so prevented, hindered or delayed;
 - b) as soon as reasonably possible after commencement of the Force Majeure that party shall notify the other party in writing of the occurrence of the Force Majeure Event, the date of commencement of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;
 - c) that party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement; and
 - d) as soon as reasonably possible after the cessation of the Force Majeure Event that party shall notify the other party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under this Agreement.
2. If the Force Majeure Event continues for more than (6) six months after the commencement of the Force Majeure Event either party may terminate this Agreement by giving not less than (30) thirty days notice in writing to the other party.
3. For the purposes of this clause, „Force Majeure Event“ means any event beyond the reasonable control of a party including, without limitation, strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machinery, fire, flood or storm.

Section 13

In case of any disputes they shall be solved amicably. If complaints from the University occur the procedure explained in the "Sequence of the Accreditation Procedure" (Annexe I) will take place.

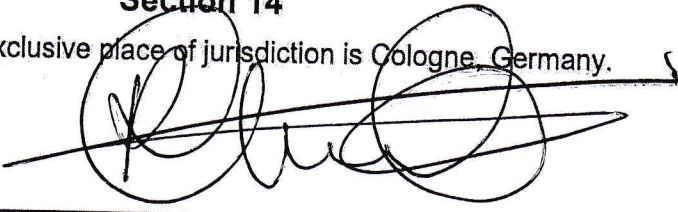
Section 14

Both parties agree that the exclusive place of jurisdiction is Cologne, Germany.

Signatures

Kumasi,

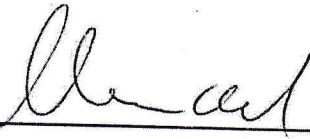
Place, Date


Signature: Vice-Chancellor of Kwame Nkrumah University of Science and Technology

Cologne,

Place, Date

27.1.2021


Signature: Chairman of the Board of AQAS e.V.

Cologne,

Place, Date

25/01/2021


Signature: Managing Director AQAS