

Memorandum of Understanding

between

**The Ohio State University/ Agricultural Technical Institute,
Wooster, Ohio, USA**

and

Evangelical Presbyterian University College, Ho, Volta Region, Ghana

The intent of this Memorandum of Understanding (MOU) is to facilitate collaboration in higher education between the Evangelical Presbyterian University College (EPUC) located in Ho, Volta Region, Ghana and The Ohio State University, on behalf of its Agricultural Technical Institute in the College of Food, Agricultural, and Environmental Sciences (Ohio State ATI) located in Wooster, Ohio, USA. The mentioned institutions have found it mutually beneficial to initiate a series of cooperative activities such as those described below.

- a. Exchange of theses, teaching materials, and other scientific and technological literature
- b. Research collaboration
- c. Exchange of faculty, scholars, and students for lecturing, advanced studies and research, and
- d. Conduct of joint workshops, symposia, etc. on topics of mutual interest.

Financial Arrangements

It is understood that the details of joint activities, conditions for utilization of the results achieved, and arrangements for specific visits, exchanges, and all other forms of cooperation will be negotiated for each specific case. It is also understood that any financial arrangements will be negotiated in each specific case and will depend upon the availability of funds. Each party agrees to seek financial resources for supporting such exchanges and collaboration.

Intellectual Property Law

Each party reserves the right to publish the results of this Collaboration. Before submission for publication, each party shall notify the other of its intention to publish, and shall submit the manuscript to the other party for review and comment. The reviewing party shall have thirty (30) days from receipt of the manuscript to present any written comments to the other party. The reviewing party's comments shall be given due consideration by the other party. The publication of the results may be delayed at the reviewing party's written request for a period not to exceed ninety (90) days if it contains a disclosure of an invention(s) on which either party desires to file a United States or foreign patent. It is understood that in no case can this provision for delay of publication cause of delay in the normal academic progress of a graduate student of either party with respect to preparation and submission of a graduate thesis or dissertation. Any ownership of inventions will be determined pursuant to US or Ghana patent law.

Binding Arbitration Law

This Memorandum of Understanding established by The Ohio State University cannot be subject to Binding Arbitration. This MOU shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio applicable to agreements made and to be performed entirely within such State, without giving any effect to any conflicts or choice of laws principles with otherwise might be applicable. Any action or proceeding against any of the parties hereto relating in any way to this MOU or subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of such action or proceeding.

Export Control Laws

It is recognized and understood that this MOU is subject to all applicable US export control laws and regulations controlling the transfer of technical information or items out of the US. The transfer of certain technical information or items may require a license from the US Government. All parties must comply with all applicable export control laws and regulations and no party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

Liaison Offices

Each party shall designate a person or office to serve as a liaison responsible for implementation of this agreement.

For: The Ohio State University

Dr. D. R. Elder, Associate Professor
The Ohio State University Agricultural
Technical Institute
1328 Dover Road
Wooster OH 44691

**For: Evangelical Presbyterian University
College**

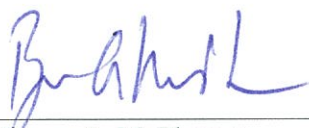
Dr. Senyo Dzoagbe, Associate Professor
Evangelical Presbyterian University College
Central Municipal Campus
Ho, Volta Region, Ghana

Period of Agreement

This MOU shall take effect from the date of last signature hereto and shall be valid for five (5) years. It may be renewed for an additional five (5) years if both institutions, acting independently, agree in writing to renew it at least six (6) months before it expires. It may be terminated by either party by giving three months' notice in writing of its desire to do so to the other Party, subject to the proviso that any ongoing projects under the MOU will be allowed to continue to their conclusion.

Signatures

The Ohio State University

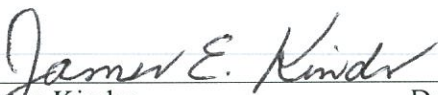
 11/03/2014

Dr. Bruce A. McPheron Date
Vice President, Agricultural Administration
Dean, College of Food, Agricultural, and
Environmental Sciences
The Ohio State University

Evangelical Presbyterian University College

 03-10-14

Cyril G.K. Fayose Date
President
Evangelical Presbyterian University College



James Kinder Date
Director, Agricultural Technical Institute
The Ohio State University

 8/16/14

Geoffrey S. Chatas Date
Senior Vice President for Business
and Finance and CFO
The Ohio State University