



**Kwame Nkrumah
University of Science
and Technology, Kumasi**

OFFICE OF THE VICE-CHANCELLOR

Our Ref. No: VC/SS/05/2023/13

Your Ref. No.

Monday, May 29, 2023

To: **AGENTUR FUR QUALITATSSICHERUNG
DURCH AKKREDITIERUNG VON
STUDIENGANGEN (AQAS), GERMANY**

Subject: **NOTIFICATION OF AWARD OF CONTRACT FOR THE PROCUREMENT OF
A CONSULTANT FOR THE INTERNATIONAL ACCREDITATION OF
POSTGRADUATE PROGRAMMES IN ENGINEERING UNDER THE
REGIONAL TRANSPORT RESEARCH AND EDUCATION CENTRE –
KUMASI (TRECK), KNUST AT THE COLLEGE OF ENGINEERING, KNUST –
IFT NO. AS/KNUST/CSERV/0029/2023**

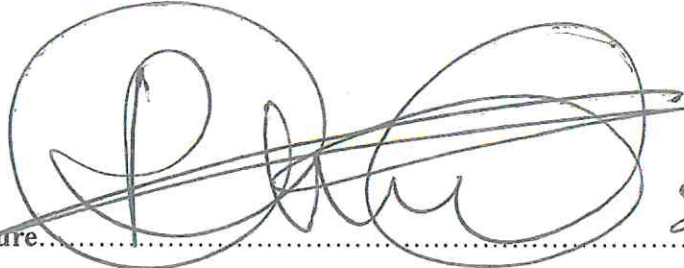
THIS is to notify you that your Company has been awarded a contract for the Procurement of a Consultant for the International Accreditation of Postgraduate Programmes in Engineering under the Regional Transport Research and Education Centre – Kumasi (TRECK), KNUST at the College of Engineering, KNUST at the cost of €34,705.00 (Thirty-Four Thousand, Seven Hundred and Five Euros) 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.



29/05/23

Authorised Signature.....

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

- cc: Provost, College of Engineering
- Deputy Registrar, Legal Services
- Ag. Director of Procurement
- Director, TRECK
- Head, University Stores

CONTRACT FORM

THIS AGREEMENT is made the 29th day of May, 2023 *between* **KWAME NKURUMAH 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 DURCH AKKREDITIERUNG 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, **Procurement of a Consultant for the International Accreditation of Postgraduate Programmes in Engineering under the Regional Transport Research and Education Centre – Kumasi (TRECK), KNUST 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 **€34,705.00 (Thirty-Four Thousand, Seven Hundred and Five Euros)** (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.

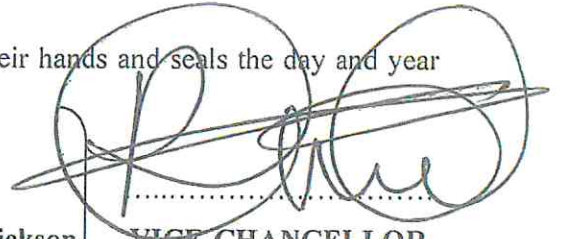
4. THE PURCHASER'S COVENANTS

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
in the presence of:



VICE-CHANCELLOR

VICE CHANCELLOR
KNUSI SEADMASI

Date:

29/05/23

WITNESS

Name: Kwame Adu-Gyamfi

Position: Ag. Director of Procurement

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

Signature:  for:

SIGNED/SEALED AND DELIVERED by

the Supplier represented by
in the presence of:



WITNESS

Name: Patrick Heinzer

Business and Postal Addresses:
Hohenstaufferring 30-32 50674 Cologne

Position: Consultant

Signature: 



Date: 07/06/23



AGENTUR FÜR
QUALITÄTSSICHERUNG UND
KONTROLLE VON
STUDIENBEREICHEN

AQAS E.V. | HOHENSTAUFEHRING 30-32 | 50674 KÖLN

Kwame Nkrumah University of Science and Technology

The Head

Tendering Section

KNUST Procurement office,

Kumasi /Ghana

- via E-mail-

AQAS E.V.
HOHENSTAUFEHRING 30-32
50674 KÖLN

+49 (0) 221 1 83 50 06 -0

+49 (0) 221 1 83 50 06 -99

INFO@AQAS.DE

WWW.AQAS.DE

UST-IDNR.
DE226638866

PROCEDURE: 77209

06.04.2023 /PAL

PROFORMA INVOICE NO. 2023/PROFORMA

Kwame Nkrumah University of Science and Technology

Reference number: 77209/Hzr

To whom it may concern,

We refer to the accreditation reference dated 30.03.2023 and charge you with the following:

Total amount
invoice total

€
34.705,00
34.705,00

This is a proforma invoice. No payment is due at this stage.

Yours sincerely,

Julia Palnau

Accounting Department

Bank connection:

(Please state in the bank transfer the invoice number and the name of your institution.)

Deutsche Bank AG Bonn

IBAN: DE25380700240057484800

BIC: DEUTDE33

Accreditation Agreement

between

Kwame Nkrumah University of Science and Technology
Represented by Vice-Chancellor Professor Mrs. 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 Direc-
tors

- hereinafter referred to as "AQAS" -

dated 30 March 2023

Section 1

The subject matter of the agreement is the execution of an accreditation procedure for the study programmes listed below:

- „Transport Systems“ (M.Sc./MPhil),
- „Transport Leadership“ (M.Sc.),
- „Highway and Transportation Engineering“ (PhD),
- “Transport Systems” (PhD).

offered by Kwame Nkrumah University of Science and Technology, Ghana.

Section 2

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

Section 3

The University will provide the application documents until 01 October 2023 (or earlier). The University will inform AQAS if there is a foreseeable delay. AQAS assesses the application as soon as possible for completeness and requests any missing information.

Section 4

AQAS Commission decides on the composition of the panel of experts. AQAS' office informs the University of the composition of the panel of experts.

Section 5

The details and the sequence of actions of the accreditation procedure are defined by the AQAS Commission and specified in the Appendix 1.

Section 6

AQAS endeavours to conclude the accreditation procedure approximately nine months after the AQAS Commission has initialised the procedure.

Section 7

The timeline of the procedures is outlined in Appendix 2 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 fee* of € 24,225.
2. A *procedure fee* of € 10,480.

The total amount is € 34,705.

Due to the reverse charge system which regulates that national taxes are paid by the university, no tax will be included in this calculation.

(2) The University will arrange and cover the costs for transportation and accommodation for the panel of experts and the accompanying AQAS consultants for the site visit in consultation with AQAS.

- (3) The basic fee is due on signing the accreditation agreement, the process fee is due after the Commission of AQAS has taken a decision on the accreditation of the programmes.
- (4) Any actual expenses incurred for the transportation of the experts / consultants to their departure airport that were not prearranged by the University will be charged to the University based on the documented costs together with the procedure fee.
- (5) In case the Commission of AQAS decides to suspend the accreditation procedure based on the findings documented in the expert report, the University is given the opportunity to revise its programmes 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

- (1) The University is entitled to cancel the agreement. In the case of such cancellation, the full amount of the *basic fee* becomes due. If AQAS receives the written cancellation at the latest eight weeks before the scheduled site visit, the *procedure fee* 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 fee* and the *procedure fee* become due; furthermore, all travel and accommodation costs that have been incurred until the date of cancellation will be charged to the University.
- (2) In case the University cancels or postpones a confirmed site visit all travel and accommodation costs that have been incurred until the date of cancellation or postponement will be charged to the University. Costs for an actual site visit that takes place at a later stage are not impacted by these charges and become due following Section 8 of this agreement.

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

- (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 12

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” (Appendix 1) will take place.

Section 13

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

Signatures

Kumasi, 1st June 2023 
 Place, Date Signature: Director of ACETRECK

Cologne, 17.6.23 
 Place, Date Signature: Chairman of the Board of AQAS e.V.

Cologne, 07/06/23 
 Place, Date Signature: Managing Director AQAS



Accreditation Agreement

between

Kwame Nkrumah University of Science and Technology
Represented by Vice-Chancellor Professor Mrs. Rita Akosua Dickson

- hereinafter referred to as "University" -

and

**AQAS e.V. (Agentur für Qualitätssicherung durch
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