



**ACCORD-CADRE DE COOPERATION INTERNATIONALE**  
entre  
**UNIVERSITE PARIS-SUD (FRANCE)**  
et  
**UNIVERSITE DE BATTAMBANG (CAMBODGE)**

**Université Paris-Sud**,  
membre de la Communauté d'Universités et d'Établissements « Université Paris-Saclay »,  
Établissement Public à Caractère Scientifique, Culturel et Professionnel,  
dont le siège est situé 15 rue Georges Clemenceau, 91405 Orsay Cedex, France,  
représentée par sa Présidente, le Professeur **RETAILLEAU Sylvie**, agissant en qualité en vertu  
des pouvoirs qui lui sont conférés par la loi et d'une délibération du Conseil d'administration en  
date du 30 mai 2016,

d'une part,

et :

**Université de Battambang**,  
Établissement publique,  
dont le siège est situé à l'adresse : National Road No. 5, Praek Prah Sdech, Battambang city,  
Battambang province, Cambodia  
représentée par sa Rectrice, S.E. Mme. **SIENG Emtotim**,

d'autre part,

Ci-après désignées les Parties,

Les Parties étant animées d'un commun désir de faciliter et de développer des relations de  
coopération plus étroites dans les domaines de l'enseignement supérieur et de la recherche, dans  
le cadre général de la coopération entre les deux pays,  
et après présentation du présent accord aux autorités de tutelle conformément aux textes  
réglementaires en vigueur dans chaque pays concerné,  
conviennent de ce qui suit :

**ARTICLE 1 : Objet**

Les Parties décident d'instituer entre elles sur une base de réciprocité, des rapports de  
coopération en matière d'enseignement supérieur et de recherche dans des domaines d'intérêt  
commun.

Les principes de cette coopération sont définis par le présent accord-cadre appelant la conclusion  
de conventions d'application qui établiront des modalités spécifiques. Pour les programmes de  
recherche, elles devront inclure les règles de confidentialité et de publication des résultats, ainsi  
que celles liées à la propriété, à la protection et à la valorisation des résultats acquis en commun.  
Tout protocole d'accord doit suivre une procédure d'approbation par les autorités compétentes des  
deux Parties.

## **CLAUSE 2: Type of cooperation**

Both Parties support, within the framework of the regulations in force in each country, the following cooperation exchanges:

- Student exchanges for courses of study and internships;
- Short-term assignments for teachers and researchers;
- Development of joint research programs;
- Use of research infrastructures;
- Exchange of teaching documents and scientific information;
- Organisation of summer schools and scientific meetings of common interest;
- Exchanges of experience in university management;
- And more generally, any activity to meet the objective referred to in Clause 1.

## **CLAUSE 3: Funding**

The means to implement the cooperation exchanges are the responsibility of both Parties. Participants in the program may seek collaboration of institutions and organizations other than both named Parties. In this case, both Parties jointly determine the nature and extent of such cooperation.

This Agreement does not create financial obligations between the Parties.

## **CLAUSE 4: Privacy**

Each Party provides the other Party with only the information it deems necessary for the execution of the Agreement, subject to the rights of third parties. No provision of the Agreement shall be construed as requiring a Party to disclose information to the other Party beyond that which is necessary for the execution of the Agreement.

Each Party commits to ensure that the information provided:

- be kept strictly confidential and be treated with the same degree of protection afforded to its own confidential information;
- be used solely for the purposes of the Agreement;
- be sent to members of its staff on a strict need-to-know basis only.

Any other communication or use of this information involves the prior written consent of the Party which has communicated it.

Notwithstanding the above, each Party may disclose information belonging to the other Party if it can be demonstrated that the information:

- was publicly available prior to the disclosure or after it, but in the absence of any fault on the its part;
- was legally received from a third Party;
- was already in its possession prior to disclosure by the other Party.

The duty of confidentiality is maintained for a period of three (3) years from the date of disclosure.

## **CLAUSE 5: Follow-up**

Each Party appoints an academic leader for promoting the cooperation and overseeing the implementation and the monitoring of the Agreement (see appendix).

The two Parties shall consult each other whenever they deem it necessary to assess the development of their joint activities. The academic leaders submit to their authorities an intermediary report after two years of execution and a final report.

## **CLAUSE 6: Duration, termination and amendment**

This Memorandum of Understanding shall enter into force on the date of its signature by the Parties.

It is concluded for a period of five (5) years, notwithstanding the provisions of Clause 4 which survive for the specified period.

It may be terminated by either Party by written notification with a notice period of six months. Ongoing activities will be carried out to completion.

Any amendment or modification to this Agreement, any renewal request requires the consent of both contractors and must follow a procedure of approval of the relevant authorities of both Parties.

**CLAUSE 7: Dispute**

Any dispute relating to the application and interpretation of this Memorandum of Understanding and its Memoranda of Agreement shall be settled amicably by the two Parties.

**CLAUSE 8**

This Memorandum of Agreement is signed in four (4) copies, two in English and two in French. *p*

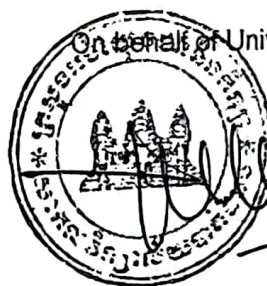
Orsay, .....

Battambang, 30...March 2017

On behalf of Université Paris-Sud

RETAILLEAU Sylvie

President



On behalf of University of Battambang

SIENG Emtotim

Rector



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**Student Exchange Agreement  
between  
Université Paris-Sud (France)  
And  
University of Battambang (CAMBODIA)**

**Université Paris-Sud,**  
Is a member of the *Communauté d'Universités et d'Établissements « Université Paris-Saclay »*,  
a Public Institution with a Scientific, Cultural and Professional focus,  
whose headquarters are located 15 rue Georges Clemenceau, 91405 Orsay Cedex, France,  
represented by its President, Prof. Sylvie Retailleau, acting by virtue of the authority vested in her  
by law and the Board of Trustees of May 30, 2016,

on the one hand,

and

**University of Battambang,**  
Is a Public University,  
whose headquarters are at, National Road No. 5, Praek Prah Sdech, Battambang city,  
Battambang province, Cambodia,  
represented by its Rector, H.E.Ms. SIENG Emtotim

on the other hand,

Hereinafter referred to as the Parties.

**CLAUSE 1: Purpose of the agreement**

In recognition of the benefit derived from international experiences of students, the Parties agree  
on an exchange programme in accordance with the Memorandum of Understanding signed  
between the Parties on .....

The student exchange programme shall be implemented between the Polytech Paris-Sud at  
Université Paris-Sud and relevant faculty at University of Battambang.

**CLAUSE 2: Exchange participants**

The student exchange programme is open to undergraduate and graduate levels in the following  
disciplines: Electronics, Photonics, Materials Science, Computer sciences.

**CLAUSE 3: Number of students**

The Parties agree to exchange up to five students in each direction per academic year.  
Reasonable efforts shall be made to involve equal numbers of participants from each Party in the  
exchange over the period of the agreement.

**CLAUSE 4: Period and duration of exchange**

The minimum length of the academic exchange period is one semester and the maximum length is  
two semesters.

The minimum length of an internship is two months and the maximum length is six months  
according to the various curricula.

Extension of the exchange period may be granted only within the above limits and on approval by  
both Parties.

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#### **CLAUSE 5: Selection of exchange students**

Applicants for participation in the exchange will be selected by the institution in which they are formally trained, referred to hereafter as the home institution, and will be subject to acceptance by the host institution.

Nominated students must have completed at least one year of continuous study at the home institution before the exchange year. They should be in good academic and disciplinary standing at the home institution. The level required for students in the host institution's language or in English is B1/B2 in the Common European Framework of Reference for Languages (CEFR). Admission of students who do not have the required level of language proficiency may be decided by both Parties.

The exchange students should be registered for a full-time programme at the home institution and as non-degree students at the host institution.

#### **CLAUSE 6: Exchange students assessment**

In case of an academic exchange, students will be required to take the same assessments as home students for the courses in which they are enrolled. The host institution will issue students and their home institution with an official transcript of records including course titles, and grade reports, within five (5) weeks after the end of their final semester of study.

In case of a research internship, the assessment is done by the home institution according to its own procedures. An evaluation sheet provided by the home institution shall be completed by the tutor of the student at the host institution. A copy of the internship report will be made available to the host institution.

The host institution will notify the home institution of the student's last date of attendance upon request.

It shall be the sole responsibility of the home institution to decide how many credits exchange students may obtain for courses or internships done at the host institution.

#### **CLAUSE 7: Obligations of the Parties**

The Parties will provide course descriptions and syllabi and provide counselling to students before and during the exchange period to ensure that the courses taken at the host institution are acceptable to the home institution.

The host institution will assist exchange participants to the fullest extent possible, in obtaining visas and other documents required by the government of the host country.

The host institution will help exchange participants in securing housing on campus or near-campus and will provide practical information.

The host institution shall waive application, admission, and tuition fees for incoming exchange students. However, this waiver does not extend to the tuition fees for courses taken individually by the student outside the pedagogical agreement neither to fees for optional specific services. Exchange students shall pay tuition fees and other fees at their home institution in accordance with the institution's rules and regulations.

Exchange students who have not been educated in the national language of the host institution will have access to language courses, regardless of the language of instruction during the exchange period, but fees may apply.

The host institution will make available to the exchange students the same access to academic and social facilities, rights and privileges as home students.

Both Parties shall collect, process, use, disclose and otherwise manage personal information only for the purposes of fulfilling their obligations under this agreement.

Exchange students are aware that obligations of the Parties under this agreement apply only for them and include neither spouses nor dependents or accompanying persons.

#### **CLAUSE 8: Exchange student responsibilities**

Exchange students will be responsible for complying with immigration and visa requirements.

Exchange students must abide by all rules and regulations of the host institution, in particular those concerning the intellectual property.

Exchange students shall be covered by health, repatriation and civil liability insurance that is valid in the host country.

Exchange students shall bear all expenses incidental to the exchange programme including travel, accommodation, food, insurance, etc.

CLAUSE 8  
This document  
is intended for  
the use of the  
host institution

**CLAUSE 9: Terms of Implementation, renewal, revision, termination**

This agreement shall be in force on the date of signature by both Parties.

It remains valid for the duration of the Memorandum of Understanding to which it refers.

Any early termination, amendment or renewal request must follow the procedures stated in Clause 6 of the Memorandum of Understanding. Students, faculty and staff members already selected and accepted for the exchange programme will not be affected by these changes.

Both Parties shall identify an exchange liaison who shall be responsible for all matters relevant to this agreement.

This Memorandum of Agreement is signed in four (4) copies, two in English and two in French. *se*

Orsay, .....

On behalf of Université Paris-Sud

Battambang, ..30..March..2017

On behalf of University of Battambang



SIENG Emtotim

Rector

Sylvie Retailleau

President

*Handwritten mark*