

**GOVERNMENT OF THE ROYAL KINGDOM OF CAMBODIA  
MINISTRY OF EDUCATION, YOUTH AND SPORTS**

**PARTNERSHIP AGREEMENT FOR HIGHER EDUCATION  
IMPROVEMENT PROJECT**

**BETWEEN**

**UNIVERSITY OF BATTAMBANG, CAMBODIA**

**AND**

**INSTITUTE OF TECHNOLOGY OF CAMBODIA, CAMBODIA**

**March 2020**

**PARTNERSHIP AGREEMENT  
BETWEEN**

**University of Battambang, Cambodia**

**AND**

**Institute of Technology of Cambodia, Cambodia**

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**Contact Details of the Partners**

**1. University of Battambang, Cambodia**

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**2. Institute of Technology, Cambodia**

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**1 PREAMBLE**

- 1.1 This Partnership Agreement (hereinafter referred to as "PA") is made on the day of 20<sup>th</sup> March 2020, and entered into by and between the University of Battambang, Cambodia (hereinafter referred to as "UBB"), and Institute of Technology of Cambodia (hereinafter referred to as "ITC"), for promoting STEM education at UBB under the Higher Education Improvement Project (hereinafter referred to as "HEIP"), approved by the Royal Government of Cambodia (hereinafter referred to as "RGC"), whereas the Ministry of Education, Youth and Sports (hereinafter referred to as "MOEYS") being the executing agency of the HEIP *den*

- 1.2 WHEREAS through the signing of the Financing Agreement (hereinafter referred to as "FA") between the International Development Association of the World Bank (hereinafter referred as "Association") and the RGC for a credit amounting to US\$ 90 million equivalents to support the RGC's efforts in the implementation of the HEIP, starting from 12<sup>th</sup> July 2018 and ending on 30<sup>th</sup> June 2024 unless otherwise agreed upon in writing.
- 1.3 AND WHEREAS representatives from UBB visited ITC on May 2019; UBB and ITC have agreed to form a teaching-learning Partnership (hereinafter referred to as 'Partners') for entering into a Partnership Agreement (PA); and the Partners had agreed upon the Terms of Reference (ToR) to govern its operation (see Appendix A).
- 1.4 The objective of this PA is to document the agreement reached between UBB and ITC for carrying out the activities delineated in HEIP for promoting STEM education at University of Battambang and to commence implementation of the agreed areas of collaboration and cooperation to strengthen higher education on improving teaching and learning at UBB with the technical support from ITC.

## **2 SCOPE OF PARTNERSHIP AGREEMENT**

- 2.1 This PA represents the spirit of cooperation and understanding between UBB and ITC.
- 2.2 All Parties agree to cooperate to develop higher education on promoting STEM education at UBB. ITC will share experience and support with its capacity to implement the following development targets:
- 2.1.1. Provide supports on engineering curriculum development seminar/training and developing curriculum for Department of Electronic and Automation (EA).
- 2.1.2. Provide supports on revision of the current curriculum of Department of Civil Engineering and Department of Information Technology to meet the industrial needs.
- 2.1.3. Support UBB on the preparation of human resource development plan and support on upgrading UBB staff qualification to Master and Doctoral degree at ITC.
- 2.1.4. Provide supports on teaching methodology in STEM education including laboratory practices.
- 2.3 The tentative activity plan, the summary of budget estimates, the partnership design matrix and the implementation structure are given in Appendices B, C, D and E respectively.

## **3 PARTNERSHIP RULES & REGULATIONS**

- 3.1 All the Parties shall carry out the partnership in accordance with the financial rules and regulations and anti-corruption and fraud prevention guidelines respectively both of the RGC and the World Bank.
- 3.2 The Parties shall keep accurate and systematic records, documentations and accounts in respect of the services or materials, which will clearly identify all charges and expenses. The Parties and the RGC and the World Bank reserve the right to audit, or to nominate a reputable accounting firm to audit, the records and accounts relating to amounts and expenditures claimed under this Agreement during its term and any extension, and for a period of three months thereafter.
- 3.3 The validity, construction and performance of this PA shall be governed by the laws of the respective countries. In the event of any disputes it shall be resolved by mutual agreement. *JE ✓*



#### **4 DURATION OF COOPERATION**

- 4.1. This PA will come into effect from the date of signing of the agreement. The PA will remain in force till 30<sup>th</sup> June 2024. This PA may be renewed or reviewed by mutual understanding of all the Parties in writing. It can be annulled at any time by either of the Parties with three (3) months' prior notice in writing. Termination shall not relieve the parties of their obligations which have accrued up to the date of termination.
- 4.2 If any question or situation should arise which is not expressly provided for in this PA, the same shall be resolved by joint consultation between the Partners in the spirit of mutual cooperation.

#### **5 PAYMENT / FEES**

ITC shall invoice to UBB based on performance and agreed milestones. Payment, as per invoice, shall be made within thirty (30) working days from the date of the invoice from ITC.

#### **6 LIMITATION OF LIABILITY**

The Parties shall not be liable for any loss, damage, actions, costs or expenses of any nature whatsoever incurred or suffered by the others of an indirect or consequential in nature, including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

#### **7 INDEMNITY**

Each Party undertakes that it shall keep the others fully indemnified against all actions, proceedings, costs, damages or liabilities whether criminal or civil suffered other than as a result of negligence or breach of any terms under this PA by the Party, except in the case of unforeseen events.


#### **8 SEVERABILITY**

If any of the provisions in this PA shall become invalid, illegal or unenforceable in any respect under any law of the countries concerned the legality and enforceability of the remaining provisions shall not in any way whatsoever be affected or impaired.

#### **9 ENTIRE AGREEMENT AND VARIATION**

- 9.1 This PA constitutes the entire agreement between the parties hereto and may not be modified except by a written agreement signed by all the parties hereto.
- 9.2 It is hereby expressly agreed and declared by the parties hereto that notwithstanding any of the provisions of this PA to the contrary, the provisions and terms of this PA may at any time and from time to time be varied or amended by mutual consent of the parties hereto by means of a mutual exchange of letters or such other means as the parties may agree upon from time to time and thereupon such amendments and variations shall be deemed to become effective and the relevant provisions of this PA shall be deemed to have been amended or varied accordingly and shall be read and construed as if such amendments and variations have been incorporated in and had formed part of this PA at the time of execution hereof.

#### **10 COSTS**

The parties hereto hereby agree that the costs of preparing this PA, including but not limited to stamp duty, solicitor's costs and such other related costs, shall be borne by the parties hereto. 

# 11 INTELLECTUAL PROPERTY RIGHT

For introducing new subjects for new majors of engineering program, the intellectual property right shall be jointly owned by the contracting parties.





# 12 NOTICE

All notices or other communication under or in connection with this PA shall be in writing and in the English Language and shall be sent by registered mail, email with scanned attachments or facsimile transmissions to the intended recipient at its address. Notices sent by mail shall be deemed received five (5) days after dispatch by registered mail. Facsimiles and emails shall be deemed received upon complete transmission. The original notice shall in addition be sent by post.

# 13 COUNTERPARTS

This PA may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The authorized signatory for the Parties hereby acknowledges and agrees to the terms and conditions stipulated in this PA.

Date of signing agreement: 20th March 2020.

<p>Signed by:</p>  <hr/> <p><b>H.E. Om Rommy</b> Director General Institute of Technology of Cambodia, Cambodia</p>	<p>Signed by:</p>  <hr/> <p><b>H.E. Sieng Emtotim</b> Rector University of Battambang, Cambodia</p>
<p>Witnessed by:</p>  <hr/> <p><b>H.E. YUON Ngoy</b> Secretary of State Ministry of Education, Youth and Sport, Cambodia</p>	<p>Witnessed by:</p>  <hr/> <p><b>H.E. MAK Ngoy</b> Director General Directorate General of Higher Education Ministry of Education, Youth and Sport, Cambodia</p>