



**General Agreement on Cooperation  
Between**

**University of Battambang  
and**

**Raoul Wallenberg Institute of Human Rights and Humanitarian Law**

The Parties to this General Agreement are the Raoul Wallenberg Institute of Human Rights and Humanitarian Law (hereinafter referred to as "RWI") and the University of Battambang (hereinafter referred to as "UBB").

**Addresses:**

**RWI**  
Raoul Wallenberg Institute of Human Rights and Humanitarian  
Law  
P O Box 1155, SE-221 05 Lund, Sweden  
Tel: + 46 46 222 12 00  
Fax: + 46 46 222 12 22  
E-mail: hanna.johnsson@rwi.lu.se

In the implementation of this General Agreement, RWI shall be represented by: Hanna Johnsson, Director of Cambodia office

**UBB:**  
University of Battambang/Faculty of Sociology and Community  
Development  
Tel: +855 - 95 429 647  
Fax: N/A  
E-mail: sengratha@ubb.edu.kh

In the implementation of this General Agreement, the Cooperation Partner shall be represented by: Dr. Seng Ratha, Dean of Faculty of Sociology and Community Development

**1. Background**

Between the years 2013-2019, RWI will implement its Cambodia Human Rights Capacity Development Programme. The overall objective of the programme is to strengthen the environment for human rights promotion and protection in Cambodia. One of the programme objectives is to strengthen institutional capacities of selected academic institutions to develop and deliver high-quality human rights education and research as well as provide an academic platform for human rights debates and dialogue

The programme is financed by the Swedish International Development Cooperation Agency (Sida).

In 2018, RWI and UBB cooperated successfully in implementing a few pilot activities including conducted 1-day workshop on "Research Methodology", sent 4 students and 1 lecture for a joint

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study visit at National Assembly, Senate and Bar Association of Cambodia and sent one professor to join SEAHNR Conference in the Philippines.

RWI will expand its academic cooperation to UBB in 2019 with the aim to strengthen research capacity and to support the integration of human rights in UBB's bachelor law programme (hereinafter referred to as "the Project"). The purpose of this General Agreement is to outline the scope of the cooperation, both in terms of activities to be carried out and to outline the specific responsibilities of RWI and UBB in the planning, implementation and follow up of the project.

## 2. Agreement Documents

In addition to what is stated in this General Agreement, the cooperation shall be governed by the documents below:

- a) RWI Ethical Code of Conduct 2007 (amended on 11 March 2013);
- b) RWI Guidelines and Template for Project Reports 2009;
- c) Sida's Procurement Regulations for Non-Governmental Organisations in the context of Sida-financed projects/programmes, version of 2013

The documents in a)-c) above (collectively the "Documents") form an integral part of this Agreement and may be obtained at and printed from RWI's website: <http://rwi.lu.se/programme-documents-3/>. By signing this Agreement, UBB confirms that it has read and understood the Documents and that the Documents form an integral part of this Agreement. In the event of conflicting terms in this Agreement and the Documents, this Agreement shall have precedence over the Documents.

## 3. Scope of Collaboration

The parties to this Agreement agree to collaborate in the implementation of the Project, including the following activities during 2019.

### 3.1 Strengthening UBB's research capacity on environment and human rights related topics

With the aim to strengthen students' and lecturers' human rights research capacity, RWI in accordance with separate agreements and in line with RWI's budget, RWI will support UBB in:

- Provide training on environment and human rights research methodologies and research design to selected students and lectures.
- Provide mentoring support to students and lecturers to write articles or policy briefs related to environment and human rights to be published in UBB website.
- Invite UBB's lectures/students to apply to the RWI organised national research initiative.
- Provide small travel grants to selected UBB's lecturers/students to conduct legal field research and other human rights related topic.
- Invite UBB staff to participate in human rights and legal research events when relevant.

### 3.2 Strengthen UBB's Law programme

With the aim to strengthen law students and law lecturers on human rights law and humanitarian law as well to integrate human rights course in law programme, RWI will support UBB in

- Provide a simplified moot court course on human rights with focus on fair trial rights (including competition) in Khmer to bachelor law students.
- Support the process of reviewing the curriculum of the current law programme at the university, particularly the human rights course.

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The project and its activities are expected to contribute to the achievement of the following two expected results under RWI's programme:

1. Increased knowledge and skills among targeted academics to design, deliver and administer human rights programmes/courses as well as increased opportunities to study human rights at the academic level.
2. Improve capacities and opportunities of Cambodian students, scholars and academics to conduct research on relevant human rights issues.

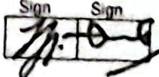
#### 4. Responsibilities of the Parties

This section outlines the roles and responsibilities of each partner in relation to the different activities

##### Strengthening UBB's research capacity on environment and human rights related topics

RWI shall:	UBB shall:
<ul style="list-style-type: none"> <li>• Draft and outline the agenda for agreed activities in cooperation with UBB</li> <li>• If relevant, coordinate with external resource persons (international, regional and national), regarding their involvement in the project and pay their fees, per diems and travel;</li> <li>• Work with resource persons to identify and decide on relevant reading material for the research training in consultation with UBB;</li> <li>• If relevant, cover costs for accommodation, travel and per diem for participants and resource persons in line with RWI guidelines and standards;</li> <li>• Cover other relevant costs related to activities in accordance with approved budget and guidelines.</li> <li>• In consultation with UBB and based on the established selection criteria, identify participants for the national research initiative.</li> <li>• Provide up to three small travel grants to selected researchers from UBB to conduct environment and human rights field research up to a maximum of USD 200 per travel grant.</li> <li>• If relevant, cover the travel, accommodation and conference fee costs</li> </ul>	<ul style="list-style-type: none"> <li>• Draft and outline the agenda for agreed activities in cooperation with RWI</li> <li>• Coordinate with UBB resource persons (i.e. teachers and professors) and students regarding their involvement in the project;</li> <li>• Identify and decide on relevant reading material for the course in consultation with RWI;</li> <li>• Pay UBB resource persons (i.e. teachers and professors) fees/salary/remuneration in accordance with UBB regulations when taking part in activities under project;</li> <li>• In consultation with RWI, make arrangements for the venue for the training/workshop (including technical equipment), accommodation, meals, travel and per diem for all participants and resource persons (Note that RWI will reimburse costs for travel and per diem in line with RWI regulations);</li> <li>• Be available throughout the agreed activities, including administrative assistance;</li> <li>• In consultation with RWI based on the established selection criteria identify participants for the national research initiative</li> </ul>

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for selected lecturers or students to participate in relevant national, regional and international events/conference.	<ul style="list-style-type: none"> <li>If relevant, based on clear criteria select lecturers or students to participate in relevant national, regional and international events/conference.</li> </ul>
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### Strengthen UBB's Law programme

RWI shall:	UBB shall:
<ul style="list-style-type: none"> <li>Provide technical expertise for the development of and teaching of the 40 hours moot court course, including sessions, individual research and a moot court competition.</li> <li>If relevant, coordinate with external resource persons (international, regional and national), regarding their involvement in the project and pay their fees, per diems and travel.</li> <li>If possible and relevant provide support and advice to the reviewing of law programme syllabuses development at UBB.</li> </ul>	<ul style="list-style-type: none"> <li>Actively assist in the development and delivering of the moot court course and ensure the responsible teacher contributes to the course development and course delivering and is in regular contact with RWI, including participating in meetings and teaching sessions when necessary.</li> <li>Coordinate with UBB resource persons (i.e. teachers and professors) and students regarding their involvement in the project.</li> <li>Take lead in organising the venue, the schedule, invitations and modern technical equipment's that can support students to their moot court capacity development etc. and keep RWI informed about the developments.</li> <li>Take lead in organising activities needed for the development and review of law programme and syllabuses development in consultation with RWI, make arrangements for venue, invitations and preparations for activities.</li> </ul>

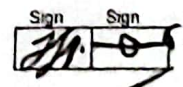
## 5. Remuneration and Per Diem

### Fee/Remuneration/Salary

Based on consultation with UBB, RWI will sign separate agreements with national, regional or international experts for their involvement in the RWI-UBB cooperation. RWI will pay fees/salary/remuneration to these experts in accordance with RWI standards.

UBB will be responsible for paying the salary/fee/remuneration to their staff and associates for involvement in the joint RWI-UBB initiatives no matter if these individuals are involved in the activity as a participant or as a resource person/expert. RWI shall in no circumstances be responsible for paying fee/salary/remuneration to UBB staff and associates unless this has been agreed upon in this General Agreement.

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UBB shall ensure staff is available to participate in the jointly agreed activities and ensure these individuals are compensated in accordance with UBB standards. In order to avoid false expectations, UBB shall furthermore make clear to its staff that RWI is not responsible for paying any salary/fee/remuneration to UBB staff and associates.

#### **Per Diem and Travel Allowance**

RWI will provide participants and resource persons involved in RWI-UBB activities with per diem and transport allowance in accordance with RWI standards for activities taking place outside of Battambang province.

### **6. Duty to Inform**

The Parties shall cooperate and regularly communicate with each other regarding all issues relevant to the implementation of the project and the General Agreement. The parties shall immediately inform each other if there is a risk that the project or any activity might not be implemented in accordance with this General Agreement. The party shall in such case present a proposal to the other party for a solution in the matter.

The parties shall, during the General Agreement period, inform each other about changes, deviations and events that could be of importance for the relationship between the parties and the implementation of this General Agreement. Should these changes or problems warrant it, RWI reserves the right to reconsider, or even immediately withdraw, from the cooperation. Before taking such a decision, RWI shall initiate discussions with UBB.

### **7. Reporting**

UBB shall submit one-page report to RWI. The report shall analyse and reflect the actual results of the cooperation under this MoU. The report shall moreover include the lesson learnt, key challenges and recommendation for future cooperation. This report shall be submitted no later than 28 February 2020.

### **8. Visibility**

In the production of printed and published materials, and in connection with activities, wholly or partially funded by the contribution provided by RWI, UBB shall, unless otherwise agreed, inform in an appropriate manner that the material / activity is funded / implemented with support from RWI and is part of Swedish Development Cooperation but that the financial support does not signify any responsibility for the content of the material / activity, unless otherwise agreed.

### **9. Ownership of Project Documents and Equipment**

UBB shall retain the rights to reports and other documents, and rights to titles as well as intellectual and industrial property rights, produced by UBB as part of the implementation of the project. RWI has the right to free of charge use all reports and documents derived from the project, regardless of their form, provided this does not conflict with existing industrial and intellectual property rights. UBB undertakes to hold RWI harmless against any claims from third parties claiming to own or otherwise have rights to such reports and documents.

### **10. Meetings and Consultations**

In addition to regular communication between the Parties regarding issues relevant to the implementation of the Project and this General Agreement the Parties shall endeavour to meet in person and/or hold direct consultations every quarter of the year unless otherwise agreed, to review and discuss progress of the Project and the direction of the cooperation. The



meetings/consultations shall be held between the persons responsible for the implementation of this Agreement and any further designated representatives of the Parties. The conclusions of each meeting/consultation shall be documented in meeting minutes, including, if relevant, a list of actions to be taken, prepared by the organizer of the meeting, unless otherwise agreed.

Further meetings/consultations can be requested by RWI and/or UBB on issues of importance for the cooperation.

## 11. Evaluations

RWI or Sida may commission independent evaluations or studies of the project. Before any such decisions are taken, RWI shall initiate discussions with UBB.

The cost of such an evaluation or study shall be borne directly by RWI or Sida unless otherwise agreed between the Parties.

If an evaluation is carried out in accordance with this General Agreement and the circumstances so require, UBB shall be given the opportunity to comment in advance on the Terms of Reference for the evaluation and the draft evaluation report, and receive a copy of the final evaluation report. Evaluation reports regarding the Project shall be followed up between the Parties as separately agreed.

## 12. Anti-Corruption

Sida defines corruption as abuse of trust, power or position for improper gain. Corruption includes, among other things, the offering and receiving of bribes – including the bribery of foreign officials – extortion, conflicts of interest and nepotism.

The parties shall work actively to prevent, mitigate, detect and identify corruption and irregularities in the project. The parties shall, in planning and implementation, take into account the risk of corruption and irregularities and identify risks and mitigation measures. If a significant risk of corruption is identified, mitigation measures shall be taken to reduce this risk. The parties shall require that its own staff, as well as consultants, contractors or others who participate in the project, similarly work actively to prevent and take action when it comes to corruption and irregularities.

UBB shall immediately notify RWI of suspicions of corruption and irregularities. UBB shall take immediate action to stop corrupt behaviour, when such has been established, and also take legal action when relevant. UBB shall provide RWI with a final report when cases of alleged corruption have been finalised.

## 13. Settlement of Disputes

### Dispute Settlement Procedure

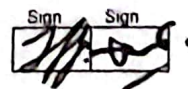
Should any dispute or difference arise between the Parties relating to their rights and obligations under this General Agreement, or regarding the interpretation or implementation of the General Agreement, the Parties undertake to use their best efforts to resolve such a dispute amicably or through one mediator appointed commonly between them. If the dispute is not resolved through any of these means, it shall be referred to a Swedish Court of Law.

### Applicable Law

Swedish Law shall apply to this Agreement.

## 14. Entry into Force and Validity of this Agreement

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This General Agreement shall enter into force on the date of signature by both Parties and shall be valid until 28 February 2020. UBB's obligations under this Agreement shall, however, continue to apply until all relevant reports have been submitted to and approved by RWI.

## 15. Amendments to this General Agreement


This General Agreement may at any time be amended through the exchange of letters between duly authorised representatives of the Parties. The letters exchanged to this effect shall become an integral part of the General Agreement.


## 16. Termination of this General Agreement

Each Party may terminate this General Agreement by written notice to the other Party, and the termination will take effect two months after the date of such notice. In the event that either of the Parties should commit a material breach of this General Agreement or any of its provisions, the other Party may terminate the General Agreement with immediate effect.

Any of the Parties may also terminate this General Agreement with immediate effect if: i) Sida funding for the Project is withdrawn; ii) the other party provides a false declaration or fails to inform in accordance with its general undertakings or (iii) the other party does not abide by the RWI Ethical Code of Conduct.

Two originals of this General Agreement have been signed of which the Parties have kept one copy each.

  
Hanna Johnson  
Director of RWI Cambodia Office  
Raoul Wallenberg Institute

  
H.E Mdm Sieng Emtotim  
Rector  
University of Battambang

4 August 2019  
Date

04 August 2019  
Date

Sign Sign  
