

MoU-0016

# MEMORANDUM OF UNDERSTANDING BETWEEN

Fintrac, Inc.

AND

The University of Battambang

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Fintrac Inc., and the University of Battambang (UBB).

Whereas, Fintrac Inc. intends to implement an internship program for eligible participants to strengthen long-term capacity of key partner institutions on behalf of the US Agency for International Development under the USAID/Helping Address Rural Vulnerabilities and Ecosystem Stability (HARVEST) Program.

Whereas, Fintrac, in order to enhance the capacities of local Cambodians and key partner institutions, has identified the UBB to achieve that end.

Whereas, the UBB is an accredited higher education institution in Cambodia providing B.Sc. and M.Sc. Degrees in the Faculty of Agriculture and Food Processing.

**Purpose:** The purpose of this MOU is to enhance international collaboration on academic program development and research in the field of agriculture. Fintrac Inc. and the UBB agree to cooperate in the following ways:

HARVEST will provide to the UBB an amount up to USD \$5,560 for 3-month internships for 4 students in the Faculty of Agriculture and Food Processing. The internships provided by HARVEST will allow 3 students to partner with HARVEST field technicians to learn about proven methods and technologies in the rice value chains in Kampong Thom province, thereby enabling the UBB to significantly strengthen that program and allowing 4 students to develop their skills and knowledge and return to work in Cambodia's agriculture sector.

**A. Fintrac Inc. shall :**

- Be accountable to USAID by the terms of the USAID-HARVEST contract and will assist the University of Battambang in monitoring and evaluation and data reporting as related to the internships provided to UBB students through this MOU.
- Carry out oversight and data reporting, compliance with ADS 253<sup>1</sup>, reporting in TraiNet, as well as monitoring the University of Battambang degree objectives, USAID requirements, and other applicable U.S. Government (USG) statutes, further Fintrac will track and monitor Participants' progress toward enrollment goals.

<sup>1</sup> <http://www.usaid.gov/policy/ads/200/253.pdf>

- Support internship to cover the following for each student; accommodation (\$600), meals (\$600), transportation (\$96), motorbike insurance (\$11), and health insurance (\$83)). The support comprises a monthly payment equal to USD \$463.33 per student or a total of USD \$1,390 for each student that completes the 3-month internship program.
- Provide monthly payments to UBB for the internship costs detailed above, equal to the monthly stipend costs for the number of students participating in each month of the 3-month internship program.

**B. The University of Battambang shall :**

- Be responsible for screening and selecting of applicants to ensure they meet University criteria and those stipulated in this MOU.
- Select only the top candidates based on academic performance and the relevance of the internship to the candidates' academic and research program.
- Provide to USAID-HARVEST supporting documentation to verify eligibility and selection of students into this internship agreement.
- Provide financial accounting of fund management/disbursement as well as overall implementation of this MOU.

**C. Mutual Understanding**

It is mutually understood and agreed by and between the parties that:

**1. Documentation:**

Official documents should be provided to both signing parties. Both parties inform each other of new regulations, administrative decisions or other related rulings governing the student participant training program. Each party agrees that it will use the same reasonable efforts to protect the other's proprietary information as it uses to protect its own proprietary information.

**2. Modification:**

Modifications to this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials at Fintrac and the Royal University of Agriculture, prior to any changes being performed.

**3. Termination**

This agreement shall automatically expire and be deemed terminated effective on the date of the occurrence of any of the following events:

- a) The failure to secure approval from USAID for the use of the University of Battambang program for the student participant training.
- b) An official announcement or notice of the cancellation of the USAID-HARVEST Student Participant Training program by USAID.

c) The termination of the USAID-HARVEST Program by USAID.

**4. Communications**

All communication relating to this Memorandum of Understanding shall be directed only to the specific persons designated to represent Fintrac Inc. and the University of Battambang:

**Fintrac Inc.:**

Technical:

Symantha A. Holben  
Deputy Chief of Party  
USAID-HARVEST

Authorized Official:

Dennis Lesnick  
Chief of Party  
USAID-HARVEST

**University of Battambang:**

Technical:

Sip Pagnasoley  
Vice rector  
University of Battambang

Authorized Official:

HE Ms. Sleng Em Totim  
Rector  
University of Battambang

**5. Non-Fund obligating Document**

This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable USAID regulations and contractual procedures. Each party shall be fiscally responsible for their own portion of work performed under the MOU in compliance with Fintrac and USAID-HARVEST program requirements.

**6. Commencement / Expiration Date**

This agreement is executed as of the date of last signature and is effective through 1 November 2014 at which time it will expire unless extended.

**7. Liabilities**

It is understood that neither party to this MOU is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective governing laws.

**8. Assignment of Transferability**

This Memorandum of Understanding may not be assigned or otherwise transferred by either of the two parties.

**9. Funding**

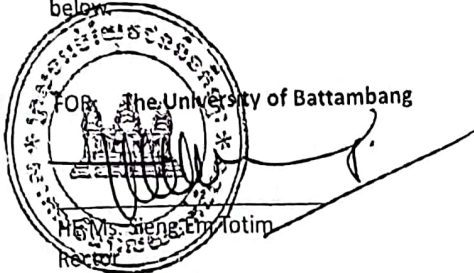
The parties acknowledge that the work set forth in Articles A, B, and C is contingent to USAID-HARVEST funding. In the event that USAID reduces funds or terminates the program or Fintrac determines that it will no longer fund students for a reason or another, USAID-HARVEST and Fintrac will not be liable for payment of activities or related costs beyond the actual date of termination.

**10. Acceptance**

Memorandum of Understanding

Each party shall exert its best effort toward successful performance of the effort identified in the Memorandum of Understanding, assuming a succeeding sub-agreement, and shall strive to provide high managerial, technical and other personnel to perform and support the resulting sub-agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.



FOR: Fintrac Inc.

\_\_\_\_\_  
Mr. Dennis Lesnick  
Chief of Party (Director)

Date: 17/ July/2014

Date: \_\_\_\_\_