

MEMORANDUM OF AGREEMENT

BETWEEN

**SOUTHEAST ASIAN REGIONAL CENTER FOR GRADUATE STUDY
AND RESEARCH IN AGRICULTURE (SEARCA)**

AND THE

UNIVERSITY OF BATTAMBANG

This Agreement (the "Agreement") is entered into this 28th day of October 2014 (the "Execution Date), by:

Southeast Asian Regional Center for Graduate Study and Research in Agriculture, an international organization duly organized under the Southeast Asian Ministers of Education Organization, with principal office in College, Los Baños, Laguna 4031, Philippines, represented in this agreement by its Director, Dr. Gil C. Saguiguit, Jr., and hereinafter referred to as "SEARCA,"

and

University of Battambang, an academic institution duly organized under the laws of Cambodia, with principal office in National Road No. 5, Sangkat Prek Preah Sdach, Battambang City, Battambang Province, Cambodia, represented by its Rector, Prof. Sieng Emtotim, hereinafter referred to as "UBB."

AGREEMENT

The Basic Terms and the Standard Terms and Conditions, and any attached Schedule (s) shall hereafter be referred to as the "Agreement." In case of conflict between the Basic Terms and the Standard Terms and Conditions and any attached Schedule(s), the Basic Terms shall prevail.

BASIC TERMS

ARTICLE 1. Project Title

SEARCA and UBB agree to jointly implement the *"Sixth Executive Forum on Leadership Excellence in Academe Program for Southeast Asia (LEAP SEA)."*

ARTICLE 2. Description and Terms of the Collaborative Activities

The descriptions and terms of collaboration for the above-stated activity are in Attachment A, which form part of this Agreement.

ARTICLE 3. Financial Resources of the Collaborative Activities

SEARCA and UBB shall raise, jointly or separately, the financial resources necessary for the implementation of LEAP SEA. Specific financial responsibilities are indicated in Attachment A.

ARTICLE 4. Expected Output and Corresponding Due Dates

The expected outputs and corresponding due dates for the above-stated collaborative activity are indicated in Attachment A.

ARTICLE 5. Effectivity

This Agreement shall remain in force for two (2) years from the date of signing by the authorized representatives of the parties hereto.

ARTICLE 6. Other Terms and Conditions

STANDARD TERMS AND CONDITIONS

1. THE PROJECT AND GRANT OF RIGHTS

- 1.1. SEARCA and UBB agree to undertake the Project for the duration of the Term of this Agreement. All rights, title, and interests in all intellectual property generated by the Project, including copyright, shall be jointly owned by SEARCA and UBB.
- 1.2. The Project and the rights and privileges granted under this Agreement hereunder are of a special, unique, extraordinary, and of an intellectual character. The obligations, rights, and privileges hereunder may not be assigned or transferred by either party without the express written consent of the other party.
- 1.3. SEARCA and UBB agree to fully cooperate with each other in every detail, with the end in view of undertaking and completing the Project successfully.

2. DISBURSEMENT OF FUNDS

- 2.1. The disbursement of funds under this Agreement shall be made in United States dollars; shall be deemed to be made only upon receipt by the other party of collected funds; and shall be made by bank wire transfer to such bank account as the parties may designate by notice to the other party, or by cashier's or certified check, delivered to the party's principal place of business, as designated in Section 11.7.
- 2.2. Any payment due under this Agreement that is not received by the other party on the date that it is due shall be subject to a delinquency charge (liquidated damages) at the rate of one and a half percent (1.5%) per month, or the highest rate permitted by law, if less, on such overdue amount from the due date until it is actually received. SEARCA and UBB acknowledge that such delinquency charge is reasonable under all the circumstances existing as of this date.
- 2.3. In the event that one party is unable to complete the Project and subject to Section 8 on Force Majeure, and in addition to the other rights provided under this Agreement, the other party to this Agreement may suspend all further disbursement of funds.
- 2.4. Whenever funding is suspended under the preceding paragraph, SEARCA shall keep all assets and values that were previously purchased using the Project funds, in safe custody, and shall give a written notice immediately to any sub-contractor to suspend its activities as soon as possible in order to minimize project costs.

3. PRICE ADJUSTMENT

- 3.1. If changes under this Agreement should result in increasing or decreasing the services contracted for as originally provided in the scope of work, an equivalent adjustment in the contract price, time, or both shall be agreed in writing by the parties. Changes in the contract price shall only include additional cost covering changes in the scope of work described in the Basic Terms.

4. PROJECT SCHEDULE

- 4.1. Time is of the essence of this Agreement. SEARCA and UBB shall undertake the Project at such locations and at such time as may be specified in the Basic Terms, or as may be reasonably determined by SEARCA, subject to reasonable prior notice to UBB.

5. STANDARDS OF PERFORMANCE AND GUIDELINES OF CONDUCT

- 5.1. SEARCA and UBB shall undertake the Project in a competent manner and to the best of their ability in accordance with their professional standards.

6. NON-DISCLOSURE

- 6.1. Except with prior written consent of SEARCA, UBB shall not at any time communicate to any person or entity any confidential information disclosed for the purpose of the Project or discovered in the course of the Project, nor shall it make public any information as the recommendations formulated in the course of or as a result of the Project. The obligation of confidentiality herein shall continue to be effective for a period of one (1) year from the termination of this Agreement.
- 6.2. UBB shall ensure that the Project consultants and staff contracted by it, whether for compensation or otherwise, shall also be bound by all provisions of this Agreement relating to schedule, standards of performance, guidelines of conduct, and non-disclosure.

7. PROJECT STAFF

- 7.1. The services of all personnel hired by the Project shall be discontinued upon the Project's termination.
- 7.2. No employee-employer relation shall exist between Project staff, any personnel hired by UBB in relation to this Project, and SEARCA.

8. FORCE MAJEURE

- 8.1. If either party is temporarily unable to meet any of its obligations under the Agreement by reason of force majeure, a written notice to that effect as provided in this Agreement shall be sent to the other party within fifteen (15) days after its occurrence, in which case such obligation of the party shall be suspended for the duration of the force majeure.
- 8.2. Neither party shall be liable to the other party for losses or damages sustained by reason of force majeure or delays arising from such event.
- 8.3. For purposes of this Agreement, force majeure shall include but not be limited to any act of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washout, civil disturbances, explosions, governmental action (whether in its sovereign or contractual capacity), or any other circumstance reasonably beyond the control of either party.

9. SUSPENSION AND TERMINATION

- 9.1. Either party may terminate this Agreement if the other party commits any act or omission in material violation of its material obligations under this Agreement and fails to cease such activity (or perform such omitted action) within thirty (30) days after notice of such violation.
- 9.2. In the event of pre-termination or rescission of this Agreement, SEARCA shall be entitled to payment of services proportionate to the work performed or rendered.
- 9.3. The termination of this Agreement for any reason shall not relieve either party of any obligation that may have arisen prior to such termination.

10. REPRESENTATIONS, WARRANTIES, AND COVENANTS

SEARCA and UBB each represent and warrant to, and agree with, the other that:

- 10.1. It has the right, power, and authority to enter into and perform its obligations under this Agreement.
- 10.2. It has taken all requisite partnership or corporate action, as applicable, to approve execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation upon itself.
- 10.3. The fulfillment of its obligations will not constitute a material violation of any existing applicable law, rule, regulation, or order of any governmental authority, or contract to which it is subject. All public or private consents, permissions, agreements, licenses, or authorizations necessary for the performance of its obligations under this Agreement to which it is subject have been obtained, or it will use all reasonable efforts to obtain, in a timely manner.
- 10.4. It does not know of any broker, finder, or intermediary involved in connection with the negotiations and discussions incident to the execution of this Agreement, or of any broker, finder, or intermediary who might be entitled

to a fee or commission upon the consummation of the transactions contemplated by this Agreement.

11. MISCELLANEOUS

- 11.1. This Agreement shall be interpreted according to the laws of the Philippines. Any dispute arising from the interpretation or implementation of this Agreement or any breach thereof, which does not amount to a fundamental breach, shall be settled amicably by consultation and negotiation between UBB and SEARCA, within the framework of the arbitration rules of the United Nations.
- 11.2. This Agreement constitutes the entire agreement between the parties and supersedes all previous understandings, writings, commitments, or representations concerning its subject matter. This Agreement may not be amended or modified in any way, and none of its provisions may be waived, except by a prior writing signed by an authorized officer of each party.
- 11.3. UBB shall indemnify and hold SEARCA, its officials, agents, and employees free and harmless from and against any and all claims, liabilities, damages, costs, and expenses, including attorney's fees, resulting or arising from any breach by UBB of the warranties, representations, and obligations herein contained.
- 11.4. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law. If any provision of this Agreement shall be invalid or unenforceable, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirements.
- 11.5. No third party may seek to enforce or benefit from the provisions of this Agreement.
- 11.6. Either party may specifically waive any breach of this Agreement by the other party; provided, that no such waiver shall be binding or effective unless in writing and no such waiver shall constitute a continuing waiver of similar or other breaches. A waiving party may, at any time, upon notice given in writing to the breaching party, direct future compliance with the waived term or terms of this Agreement, in which event the breaching party shall comply as directed from such time forward.
- 11.7. All notices and other communications from either party to the other shall be in English writing and shall be deemed received upon actual delivery or completed facsimile addressed to the other party as follows:

To SEARCA if by mail or by personal delivery to its principal place of business

To SEARCA if by telephone & facsimile:

To UBB if by mail or by personal delivery to its principal place of business:

To UBB if by telephone & facsimile:

College, Los Baños, Laguna 4031 Philippines
Attention: Dr. Gil C. Saguiguit, Jr.
Director

Telephone: +63-49 536-7044
Facsimile: +63-49 536-7097
Attention: Dr. Gil C. Saguiguit, Jr.
Director

National Road No. 5, Sangkat Prek Preah
Sdach, Battambang City, Battambang Province,
Cambodia
Attention: Prof. Sieng Emtotim
Rector

Telephone: +85553952905
Facsimile: +85553952905
Attention: Prof. Sieng Emtotim
Rector

Each party will advise the other of any change in the address, designated representative, or telephone or facsimile number.

11.8. The descriptive headings of the Articles and sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

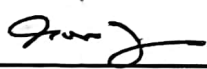
11.9. Subject to applicable legal compliance, each party agrees to provide information and to execute, and, if necessary, to file with the appropriate governmental entities and international

organizations such documents as the other party shall reasonably request in order to carry out the purposes of this Agreement.

11.10. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

Each of the parties has duly executed and delivered this Memorandum as of the day and year first written above.

SEARCA
By




GIL C. SAGUIGUIT, Jr.
Director

UBB
By




SIENG EMTOTIM
Rector

WITNESSES:



VIRGINIA R. CARDENAS
Deputy Director-Administration



TERENCE M. TRETHOWAN
Advisor to the Rector

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the Province of Laguna, personally appeared:

Name	Passport No.	Date and Place of Issue
GIL C. SAGUIGUIT, JR. SIENG EMTOTIM	<u>EC0187417</u> <u>S0006645</u>	<u>2 February 2014, DFA Manila</u>

known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and the free and voluntary act and deed of the entities they represent.

This instrument refers to a Memorandum of Agreement consisting of ten (10) pages, including this page wherein the acknowledgment is written, signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this ____ day of _____ 2015.

Doc. No. ____
Page No. ____
Book No. ____
Series of 2015

Attachment 1

**Sixth Executive Forum on Leadership Excellence in Academe Program
for Southeast Asia (LEAP SEA)**

A) Project Description and General Timeline

This collaborative project shall be conducted for eight (8) months, inclusive of the pre- and post-executive forum activities. It shall commence on 28 October 2014 and end on 27 June 2015. The general schedule of project execution is as follows:

Pre-executive forum implementation:	28 October 2014-18 January 2015
Executive forum implementation:	26-30 January 2015
Post-executive forum implementation:	31 January-27 June 2015

B) Responsibilities

1. Joint Responsibilities of University of Battambang and SEARCA

- a. Finalize the design and schedule of the executive forum based on the attached concept note (see Appendix);
- b. Disseminate announcements, invite applicants, and nominate participants to the executive forum; and
- c. Oversee the implementation and management of the executive forum.

2. Responsibilities of University of Battambang

- a. Promote and market the program to interested funding donors and sponsors, particularly in but not limited to Cambodia, to top off or partly contribute to budgetary requirements not provided by SEARCA so as to support the following expenses in implementing this forum:
 - i. Accommodation for the forum participants and resource persons;
 - ii. Local transport including airport transfers and the transportation of four (4) sponsored Cambodian participants;
 - iii. Training meals, sponsored dinners, and dinner allowance of participants and resource persons; and
 - iv. Use of facilities and equipment and forum office supplies during the implementation phase, including participants and resource persons' forum kits.
- b. Confirm the selection of Cambodian participants to the executive forum;
- c. Recommend resource persons from Cambodia;
- d. Coordinate relevant institutional visits as may be agreed in the final design of the executive forum;
- e. Provide the invitation letters to selected participants as supporting document for their visa application as may be needed;
- f. Ensure support for the participation of higher education executives from Cambodia and the other sponsored participants in the executive forum, including the cost of forum materials (e.g., forum kits), accommodation, meals, and airport transfers (as applicable);
- g. Cover the payment of honoraria to resource persons from Cambodia and a local documenter of the executive forum;
- h. Provide local transportation throughout the duration of the executive forum for the participants and resource persons, as well as travel insurance;
- i. Provide the venue and equipment to be used during the conduct of the forum;
- j. Provide logistical and secretariat support during the executive forum implementation, including covering for the costs of and making arrangements for the use of facilities and equipment, accommodation and meals, airport transfers, and reproduction and packaging of forum materials; and
- k. Manage the funds from donor agencies and sponsors in Cambodia.

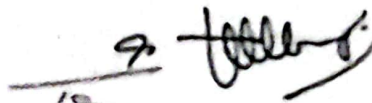
3. Responsibilities of SEARCA

- a. Identify, select, and accept the participants, in consultation with University of Battambang with regard to the Cambodian participants;
- b. Provide a technical coordinator;
- c. Invite resource persons;
- d. Provide counterpart fund for the implementation of the executive forum. This counterpart fund shall be used to support the following expenses:
 - i. Communication costs and office supplies during the pre-training phase;
 - ii. International airfare, standard incidental travel allowance, and per diem of one (1) technical coordinator, three (3) resource persons, six (6) sponsored foreign participants and SEARCA Training Management Group (TMG). The per diem will cover their unsponsored meals and accommodation; and
 - iii. Honorarium of the training technical coordinator and resource persons.
- e. Prepare the final executive forum completion report, to include, among others, all papers presented, discussion highlights, action plans of participants, and photo documentation by 5 June 2015.

C) Estimated Budgetary Requirements

- a. **Sources.** Both University of Battambang and SEARCA will provide a counterpart amount to cover the forum expenses they are responsible for. The budget will be finalized and mutually agreed on by both parties prior to implementation.
- b. **Cost recovery sharing.** Cost recovery from payment of course fee by fee-paying participants will be divided based on the expense covered by each partner institution. The portion of the course fee which covers the accommodation, local transport, meals, forum kit and facilities rental will go to University of Battambang while that which covers the course tuition will go to SEARCA. Application of subsidies on these items will be applied based on mutual consent.

16



LEADERSHIP EXCELLENCE IN ACADEME PROGRAM FOR SOUTHEAST ASIA (Information Note)

Date and Venue:	26-30 January 2015, University of Battambang, Cambodia
Participants:	Offered to leaders, particularly those in their first year or first term of administration, of tertiary and post-graduate academic institutions in agriculture, forestry, or environmental studies in Southeast Asian countries

Background and Rationale

From 1993 to 2003, the Southeast Asian Regional Center for Graduate Study and Research in Agriculture (SEARCA) conducted the Advanced Higher Education Administrator Development (AHEAD) Course for 937 executives and potential executives of higher education institutions, most of which were offering agricultural programs in the Southeast Asian region. Aptly named, AHEAD was undertaken so that Southeast Asian higher education administrators would not lag behind their counterpart institutions in other areas of the world.

In May 2009, SEARCA piloted the enhanced version of the AHEAD program, called Leadership Excellence in Academe Program for Southeast Asia (LEAP SEA), in cooperation with the Asian Institute of Management, SEAMEO Regional Center for Higher Education (RIHED), University of Asia and the Pacific (UA&P), Asian Association of Agriculture Colleges and Universities (AAACU), and SEAMEO Secretariat (SEAMES). The second offering of the LEAP SEA Executive Forum took place in Bogor, Cambodia in July 2010, with the Southeast Asian Ministers of Education Organization Regional Center for Tropical Biology (SEAMEO BIOTROP) as co-organizer and host. Its third run took place in March 2012 at SEARCA. The fourth LEAP SEA was co-organized with and implemented at Maejo University in Chiang Mai, Thailand on 21-25 January 2013. The fifth LEAP SEA was co-organized and held at the University of Brawijaya in Malang, Indonesia on 20-24 January 2014.

Fourteen higher education administrators from five Southeast Asian countries participated in the LEAP SEA pilot executive forum; 22 from seven countries participated in the second offering; 17 from seven countries participated in the third offering; 14 participants plus two observers from seven countries participated in the fourth offering; and 12 participants participated in the fifth offering. The sixth LEAP SEA offering will also be a regional forum. It will accommodate up to 25 participants from SEAMEO member countries.

LEAP SEA recognizes that the greater proportion of executives of higher education institutions in the region, having had ample experience in academic administration, actually just need updated information about the management of higher education in agriculture. On the other hand, academic administrations periodically take a change in hands, as younger faculty members gain experience and academic credentials and are appointed to such executive positions. Also, the amount of new information that academic administrators, particularly of colleges and universities, may need to know increases rapidly over time.

Program Objectives

In the light of the above realities of today's executives in higher education in agriculture, LEAP SEA aims:

1. To provide a learning forum where significant new knowledge as well as wisdom about leadership in and management of higher education, especially those in agriculture, may flow between experts or seasoned administrators and senior or mid-level executives of higher education institutions in the SEAMEO member countries.
2. To provide an opportunity for academic executives to reflect on their common contemporary challenges and suggest appropriate solutions in higher education leadership/management in Southeast Asia.
3. To invite writing of LEAP SEA cases as knowledge and learning resources appropriate for Southeast Asia.

Expected Outputs

1. A cadre and network of highly competent academic leaders in Southeast Asia;
2. Case stories highlighting reflections and replicable practices on academic leadership in tertiary and postgraduate academic institutions in agriculture, forestry, and environmental studies in the context of Southeast Asian realities and challenges; and
3. List of potential synergies among such institutions.

Description

The major learning event of the program is a five-day face-to-face executive seminar-workshop where participants will discuss advances in higher education leadership in the context of contemporary challenges in the Southeast Asian region and the world as against the contemporary challenges they face and appropriate solutions tried. In this seminar-workshop, they will identify and prioritize crosscutting issues that they are addressing and will address in the next few years. The seminar-workshop also includes a review of management principles and will guide participants to applying these in higher education in agriculture and forestry.

After the workshop, SEARCA would invite selected participants to write and share two-to-four-page case stories that may be packaged and shared as a single-sheet digital resource and in time compiled into a case monograph.

Case stories. The case stories that selected participants and resource persons will be invited to write will be unique and applicable to their specific contexts, anchored on the application or relevance of specific academic management/leadership issues and principles.

The beginning drafts will be composed of the following parts:

1. Presentation of the LEAP SEA participant faced with a challenge or challenges as an academic leader/manager
2. Context of the management problem – background on the university, school, faculty or department; history; other relevant details – actual identities may be concealed as may be appropriate
3. How the problem developed, its current state – should provide relevant details to help reader understand the problem and its context
4. Ending question that poses a challenge for the manager – provides take-off point for case discussion and analysis
5. Practices and solutions that may be compiled as a separate reader

The case stories would be useful for future LEAP SEA and related offerings.

Program Content

The Sixth LEAP SEA Executive Forum will cover eight modules, as follows:

1. Contemporary Issues and Challenges in Agriculture in Southeast Asia: The Environment of Agriculture Universities and Colleges (Analysis of External Factors)
2. Challenges, Issues and Opportunities: Strategic Positioning of Higher Education Institutions in Agriculture in Southeast Asia (Analysis of Issues Internal to Higher Education Circles)
3. Managing Research and Extension
4. Managing Academic Programs in Higher Education in Agriculture
5. Quality Assurance in Higher Education in Agriculture
6. Managing Change and Conflict in Higher Education Institutions in Agriculture
7. Generating and Managing Resources in Higher Education Institutions in Agriculture
8. Academic Leadership Principles and Practices

SIXTH EXECUTIVE FORUM ON LEADERSHIP EXCELLENCE IN ACADEME PROGRAM FOR SOUTHEAST ASIA (LEAP SEA)
 Program of Activities
 26-30 January 2015, University of Battambang, Cambodia

TIME	26 January (Monday)	27 January (Tuesday)	28 January (Wednesday)	29 January (Thursday)	30 January (Friday)
8:30-9:00	Registration	Recap of Day 1	Recap of Day 2	Recap of Day 3	Recap of Day 4
9:00-9:30	Opening Program	Module 2. Challenges, Issues, and Opportunities: Strategic Positioning of HEIs in Agriculture in SEA (<i>Analysis of Issues Internal to Higher Education Circles</i>)	Module 4. Managing Academic Programs in Higher Education in Agriculture	Module 6. Managing Change and Conflict in HEIs in Agriculture	Module 8. Academic Leadership Principles and Practices
9:30-10:00	Overview of the Program				
10:00-10:20	Module 1. Contemporary Issues and Challenges in Agriculture in Southeast Asia: the Environment of Agriculture Universities and Colleges (<i>Analysis of External Factors</i>)	TEA/COFFEE BREAK			
10:20-11:00		Continuation of Module 2	Continuation of Module 4	Continuation of Module 6	Continuation of Module 8
11:00-11:20		Exercise on Strategic Positioning	Participants' Presentations on Managing Academic Programs	Case presentation on Managing Conflict and Change in HEIs in Agriculture	Workshop: Writing of Recommendations, Memoranda, and Plans
11:20-12:00					
12:00-1:20 p.m.	LUNCH				
1:20-3:00	Industry Outlook on Employment of Graduates	Module 3. Managing Research and Extension	Module 5. Quality Assurance in Higher Education in Agriculture	Module 7. Generating and Managing Resources in HEIs in Agriculture	Wrap-up/Synthesis Evaluation and Closing
3:00-3:20	Participants' Presentation of Challenges, Issues, Solutions	Small Group Sharing and Workshop on Managing Research and Extension	Continuation of Module 5	Case presentation on Generating and Managing Resources in HEIs in Agriculture	Free Time/Departure
3:20-4:00					
4:00-4:20					
4:20-5:20					
7:00-9:00	Welcome Dinner	Free time	Free time	Free time	Free time