

MEMORANDUM OF UNDERSTANDING

between

THE BLUM CENTER FOR DEVELOPING ECONOMIES AT THE UNIVERSITY OF CALIFORNIA, BERKELEY

and

NATIONAL UNIVERSITY OF BATTAMBANG, CAMBODIA

on

The USAID Digital Workforce Development Project

The Blum Center for Developing Economies at the University of California, Berkeley and National University of Battambang recognize the value of educational, cultural, and scientific exchanges between international institutions, and have determined that sufficient interest exists to establish this formal memorandum of understanding (MOU).

SCOPE

The Blum Center for Developing Economies and the National University of Battambang hereby support the development of programs and activities that advance scholarship through our cooperative relationship for the 5 year USAID Digital Workforce Development Project. These may include:

- Strengthening targeted ICT certification, short-courses, non-degree, and degree programs offered by National University of Battambang
- Enhancing the capacity of staff of the National University of Battambang to meet accreditations standards;
- Assisting National University of Battambang to increase scholarship, internship and networking opportunities to support practical skill-building and linkages to job opportunities for Cambodian youth;
- Strengthening [Name of School] teaching faculty via training workshops and seminars;
- Other areas as identified in the 5 year USAID Digital Workforce Development workplan.

This MOU is intended to encourage and facilitate international collaboration on topics of mutual academic interest. The Blum Center for Developing Economies and the National University of Battambang therefore encourage interested members of our academic and research communities to engage as active participants. Neither institution bears responsibility for the financial support of visiting participants or programs named in this agreement or its addenda. To sustain special programs and activities, both institutions may seek funds from extramural sources, if available.

MEMORANDUM IS NON-BINDING

There are no legally binding obligations for either institution under the terms of this MOU. Agreements between The Blum Center for Developing Economies and the National University of Battambang regarding specific activities that are intended to be binding may be negotiated and executed subsequent to and separate from this MOU. These agreements may take the form of research collaboration (RC), business contracts (BC), or implementation agreements (IA), which, if mutually agreed to, would be

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negotiated and prepared separately, and would not be binding unless and until signed by authorized representatives of both parties.

The parties recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, space and other resources. Accordingly, the implementation of any exchange, affiliation, collaboration and/or other cooperative program based on this MOU shall be separately negotiated and documented in a writing signed by the parties.

Nothing in this MOU is intended to create a legal partnership or joint venture, nor intended to create any new academic programs. The parties recognize that The Blum Center for Developing Economies could only establish such programs in accordance with University of California policies and procedures.

Neither institution bears responsibility for the financial support of visiting participants nor programs named in this agreement or its addenda. To sustain special programs and activities, both institutions may seek funds from extramural sources, if available.

PUBLICITY AND USE OF TRADEMARKS

Nothing in this MOU authorizes a party to use the name of the other party or its employees in any advertisement, press release, or publicity with reference to this MOU or any product or service resulting from activities contemplated by this MOU. The parties acknowledge that by entering into this MOU the Blum Center for Developing Economies is neither stating nor implying that it has tested, endorsed or approved any product, service or company.

Nothing in this MOU is intended to restrict either party from disclosing the existence of any nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

INTELLECTUAL PROPERTY

Rights in intellectual property, publication, and data will not be secured under this non-binding MOU.

TERM AND TERMINATION

This MOU is expected to remain in effect for five years from date of signature with the possibility of renewal; however, if either institution desires, the understanding memorialized herein may be revoked at any time after the first six months by either party giving six months' prior written notice to the other party or amended or extended by mutual consent in writing signed by authorized representatives of the parties. Termination or expiration of this MOU will not automatically terminate any separate agreement between the parties related to the subject matter of this MOU.

The Blum Center for Developing Economies shall have the right to terminate this MOU in the case of occurrence of any of following events: (a) a party is located in a country that is a U.S.-embargoed country or (b) a party or their persons collaborating under this MOU are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. The Blum Center for Developing Economies shall notify the National University of Battambang of this action in writing, and termination shall be effective as of the date of this notice.



ACADEMIC SPONSORS

The following academic units initiated this MOU:

For National University of Battambang

H.E. Dr. Khorn SOK

Rector

National University of Battambang, Cambodia



For BERKELEY

Dr. Omar Romero-Hernandez

Principal Investigator - Project Director

Haas School of Business

University of California, Berkeley

ADMINISTRATIVE CONTACTS

The following administrative contacts are responsible for executing this MOU:

For National University of Battambang

Mr. Neavea TEP

Vice rector

National University of Battambang

Battambang city, Cambodia

Email: tep.neavea@nubb.edu.kh

For Blum Center

Maryanne McCormick

Blum Center for Developing Economies

University of California, Berkeley

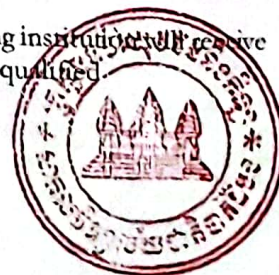
Berkeley, CA 94720

Email: mmccormick@berkeley.edu

GENERAL TERMS

1. Each party is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
2. Confidential information shall be exchanged only under the terms of a separate agreement, whether a non-disclosure agreement, sponsored research agreement, material transfer agreement, or data use agreement. No confidential information shall be disclosed pursuant to this MOU.
3. Neither party shall disclose information subject to export control regulations to the other party.
4. This MOU may be executed in counterparts, which taken together will constitute one document.

The parties agree that this non-binding MOU may be electronically signed. Each participating institution will receive a fully executed copy of the document. This MOU shall be effective when fully-executed by qualified representatives of each party, as of the date of the last signature (the "Effective Date").



Blum Center for Developing Economies
The University of California, Berkeley

Date: 09/08/2022

Dr. Omar Romero-Hernandez
Principal Investigator – Project Director
Haas School of Business
University of California, Berkeley



The National University of Battambang

Date: 09/08/2022

H.E. Dr. Khorn SOK
Rector
National University of Battambang

Witness by:

Date: 09/08/2022

Chanda Pen
Chief of Party
USAID Digital Workforce Development