# MEMORANDUM
# OF UNDERSTANDING

## FOR

# COLLABORATION

**BETWEEN**

## BRITISH AMERICAN UNIVERSITY

**FLORIDA, USA**
**https://www.bau-edu.us**

**&**

## CITY UNIVERSITY

**CAMBODIA**
**https://www.cityuniversity.education**

**MAY, 2024**

# Agreement

This Agreement on Collaboration Agreement made and entered into in Florida, USAthis 27th day of May, 2024 between **British American University** established under the Laws of Florida, USA(hereinafter referred to as "Party A")**,** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include Party A's heirs, legal representatives, executors, administrators, successors and assigns) of the ONE PART and **City University** established under the Laws of Cambodia(hereinafter referred to as "Party B") which expression shall, unless repugnant to the context or meaning thereof, be deemed to include Party B's heirs, legal representatives, executors, administrators, successors and assigns) of the OTHER PART

**WHEREAS:**

1. Party A holding the authority from the government of USA to operate as an educational institution in the United States of America or elsewhere desires to collaborate with Party B; and Party B holding the authority from the government of Cambodia to operate as an educational institution in Cambodia or elsewhere desires to collaborate with Party A in pursuance of common purposes of both Parties jointly and severally under the terms and conditions hereinafter set forth,

2. Party A and Party B have therefore agreed to collaborate/cooperate with the major objective of providing quality educational opportunities (academic and professional) for domestic and overseas students; and for the benefits of both Parties jointly and severally within the Laws guiding the practice of education in United States of America and Cambodia.

THEREFORE, based upon the foregoing and the Covenants and Agreements set forth below, it is hereby agreed between both Parties as follows:

## 1 Grant of Authority

1.1 Upon signing of this Agreement by both Parties, Party A shall becomean officially***Approved Collaborator*** of Party B; and Party Bshall becomean officially***Approved Collaborator*** of Party A.

## 2 Mutual and Reciprocal Recognition of Credits

2.1 Both Parties agree that the Degree Certificates issued by Party A shall be officially recognized by Party B; and the Degree Certificates issued by Party B shall be officially recognized by Party A,

2.2 Both Parties agree that credit units earned by students from Party A shall be transferable, and acceptable, for the purpose of admission into corresponding programs of Party B and vice versa; there shall be mutual and reciprocal recognition of credit transfers between both Parties, and

2.3 Both Parties agree that t a student of one Party may transfer his/her credits to the other Party for the award of the degree Certificate of that other Party, and

## 3 Joint Degree Programs

3.1 Both Parties may decide to award joint degrees on terms and conditions as may be jointly agreed from time to time, and

3.2 One Party may unilaterally use the facilities of the other Party for teaching and learning purposes on terms and conditions to be jointly decided by both Parties.

## 4 Dual Degree Programs

4.1 Both Parties agree that there shall be Dual Degree Programs in which Party A and Party B shall award separate degrees on related programs to the same student concurrently; that is, for example, after the completion of a degree program in Business Administration by a student in Party A, Party A shall award the student Bachelor of Science (BSc) degree in Business Administration while at the same time, Party B may award the same student Bachelor of Science (BSc) degree in Marketing or Bachelor of Commerce (BCom) degree, and vice versa, and

4.2 Where a student graduated from Party A with Bachelor's, Master's or Doctoral degree in one course, say Business Administration, he/she can present his Degree Certificate to Party B for the award of another degree of Party B say, Marketing or Commerce at the same degree level and vice versa,

4.3 For the Purpose of clarification of Section 4.2 above, the award from the second Party shall be on the basis of Bachelor's degree for Bachelor's degree, Master's degree for Master's degree, and Doctoral degree for Doctoral degree.

## 5 Study Abroad Programs

5.1 A students may commence a program at Party A's campus and proceed to round it up at the Party B's campus, towards the award of Party A's degree Certificate and vice versa,

5.2 A students may commence a program at Party A's campus, proceed to Party B's campus for a year or less, and return to Party A's campus to complete the program, and vice versa,

5.3 A student may commence and finish an entire program at Party A's campus towards the award of a degree of Party B, and vice versa, and

5.4 In the case of Section 5.3 above, the sharing formula of tuition fee shall be 70:30 to Party A and Party B respectively and vice versa.

**6 Staff Exchange and Collaborative Research Program**

6.1 There shall be staff exchange programs between the Parties in which staffs of one Party shall serve as visiting staff of the other Party for a year or less under the terms and conditions to be jointly determined by both Parties, and

6.2 There shall be Collaborative Research/Joint Publications like books, monographs, Journals and/or Research Reports between the staffs of both Parties.

**7 Marketing, Promotion and Publicity**

7.1 Both Parties agree that marketing, promotion and/or publicity of this Agreement shall be done jointly and severally; each Party will promote this Agreement on its website, flyers, bill boards, and other channels,

7.2 Both Parties agree that each Party may engage in local and International advertising and may refer to itself as a collaborator of each other using the appropriate Logo, Trademark, Name, and/or any other marketing collateral of each other in advertisement or promotion relating to each other or any of their respective programs,

7.3 All expenses incurred with respect to local, regional or International Advertising by a Party shall be the sole cost and responsibility of the Party and vice versa, and

7.4 Both Parties shall cooperate to market this Agreement to prospective candidates in their respective various localities.

**8 Discriminatory Practices**

8.1 Both Parties agree not to discriminate on the basis of religion, race, creed, nationality or ethnicity, sex, age, disability, political affiliation, sexual orientation, status as a veteran or any other form of subjectivities.

9 **Indemnity**

9.1 Each Party shall indemnify and keep the other Party indemnified from and against all claims and actions arising from any negligent act or omission on the part of the first mentioned Party or its employees, agents, contractors or consultants in connection with this Agreement; each of the Parties hereto covenants and agrees to maintain their respective financial obligations on a current basis,

9.2 Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against all claims, demands, suits, costs and expenses, including attorney's fees, in connection with or arising out of the operations of the program conducted by the Party,

9.3 In the event that one Party becomes a Party to any litigation in which the other Party is named as a Party, the other Party may retain its own counsel to represent it, at the sole cost and expense of the first Party, and

9.4 The indemnity given under this clause shall survive the termination or expiration of this Agreement.

10 **Relationship of Parties**

10.1 Both Parties agree that it is not their intention that this Agreement creates any partnership, agency or other relationship between them under which either Party might be deemed responsible for the acts or omissions of the other Party and this Agreement shall not be construed to be so as to render the Parties liable as partners,

10.2 Notwithstanding anything in this Agreement, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time,

10.3 Party A and Party B are each independent contractors. They are not and shall not be considered as joint ventures. Neither shall they have the authority to bind or obligate the other except as expressly set forth in this Agreement, and

10.4 Except as otherwise provided herein, neither Party to this Agreement shall have the authority to hire, fire or direct any employees of the other, and neither is it responsible for the collection, withholding or payment of any taxes for the other.

11 **Intellectual Property**

11.1 The ownership of intellectual property which exists prior to the commencement of this Agreement shall not be altered or transferred or assigned merely by virtue of its use for the purposes of this Agreement,

11.2 Intellectual property in material developed or produced independently by a Party shall vest in that Party, and

11.3 Each Party warrants that: (a) all material developed or produced under this Agreement will not infringe on the intellectual property of third Parties and to the best of its knowledge, the information will not be defamatory or breach any confidentiality undertaking; and (b) any intellectual property used by a Party in connection with this Agreement is the sole property of that Party or the Party is otherwise legally entitled to use such intellectual property for the purposes of this Agreement.

## 12 General

12.1 Any provisions of this Agreement which are held to be illegal or otherwise in conflict with any law, statute or regulation shall be deemed to be severed from the remainder of the Agreement and the validity of the remaining provisions shall not be affected,

12.2 Neither Party shall make any misleading or false representations or statements in respect of this Agreement or otherwise.

12.3 Each Party warrants that it has the power and authority to enter into this Agreement and that entry into this Agreement does not breach any existing contractual undertaking,

12.4 Each Party's rights, duties and obligations under this Agreement shall not be assigned without the prior written Agreement of the other Party. Such Agreement to assignment by the other Party shall be expressly contingent upon the assignee complying with the provisions of this Agreement and the said assignee further agreeing in writing to assume all the Party's obligations both to the other Party and all students enrolled,

12.5 All notices required to be given under this Agreement shall be in writing sent to the address of the Party as set out in this Agreement or such other address as a Party may designate by notice given in accordance with this clause. Any notice may be delivered by post, confirmed email or facsimile and shall be deemed to have been served by post eight days after posting and by confirmed email or facsimile on the day of transmission provided that the sender receives an "ok" (or any other relevant code) in respect of the transmission,

12.6 The headings of this Agreement are inserted for convenience of reference only and are not to be used in construing or interpreting any other provisions of this Agreement,

12.7 All of the terms and provisions of this Agreements shall be binding upon to the benefit of and be enforceable by the Parties hereto and their legal representatives, successors and assigns,

12.8 A waiver by one or both of the Parties hereto of any breach of this Agreement of the representations or warranties contained herein, or of any rights arising here-under, shall not constitute a waiver of any other breach or of any other right,

12.9 Words of any gender used in this Agreement shall be held to include any other gender, any words in the singular shall be held to include the plural, and vice versa, in any place in which the context so requires,

12.10 This agreement sets forth the entire agreement between Party A and Party B with respect to the subject matter of this Agreement and supersedes any prior

negotiations, commitments and agreements, expressed or implied, whether orally or in writing, with respect to the subject matter of this Agreement which may only be changed or modified by an Agreement in writing, signed by both Parties,

12.11 All student records, courses, curricula, faculty and any and all other records of Party A and Party Bare held in the strictest of confidants; all electronic data, meetings and minutes between Party A and Party B shall be held in anonymity. Student information shall never be released to any third Party for any reason,

12.12 Both Parties shall at all times maintain the highest educational standards and conduct its programs in compliance with the policies and procedures promulgated by both Parties jointly and severally from time to time,

12.13 Both Parties individually or collectively may supply textbooks, Journals and other forms of study aids/materials to the students studying under this Agreement; textbooks and materials costs are not included in the tuition fees and must be paid by student when supplied, and

12.14 Each Party shall further keep the other Party appraise of all policies and procedures promulgated from time to time in order to maintain the highest educational standards required by this Agreement.

**13. Amendment of the Agreement**

13.1 This Agreement constitutes the entire Agreement between the Parties and may only be varied by further written Agreement of both Parties.

**14. Termination of the Agreement**

14.1 The term of this Agreement shall commence as of the date it is signed by the Representatives of both Party A and Party B, and shall continue for indefinite period of time, from the date of signatures. However, either party may request for termination of this Agreement by giving ninety (90) days notice, in writing, prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to be concluded in accordance with the provisions of this Agreement unless otherwise agreed by both Parties in writing,

14.2 The Parties to this Agreement or their appointed delegate(s) shall have regular meetings at least once a year to arrange all affairs related to the running of, and decision making in respect of, this Agreement and manage its overall administration and coordination, and

14.3 However, a Party may by written notice immediately terminate this Agreement if the other Party is in breach of any terms of this Agreement and the breach is not remedied within thirty days of a notice from the complaining Party specifying the breach and requiring its remedy. The termination will be without prejudice to any right of action or remedy which has accrued or may accrue to any Party,

This Agreement shall be construed and governed in accordance with the laws of the United States of America and/or Cambodia.

Signed for and on behalf of the **City University, Cambodia**, by:

**H. E. Prof. (Dr.) Keo Horn**

*Vice President,*

*City University,*

*Cambodia*

*May 27, 2024*

Signed for and on behalf of the **British American University, USA**, by:

**H. E. Prof. (Dr.) Muhammad Omolaja**

*President/Chairman of Council,*

*British American University,*

*Florida, USA.*

*May 27, 2024*