CO-OPERATION AGREEMENT

between

ROYAL UNIVERSITY OF PHNOM PENH

and

TEXAS STATE UNIVERSITY

concerning

EDUCATIONAL RESEARCH

into

TRANSFORMING TEACHING METHODOLOGIES AT ROYAL UNIVERSITY OF PHNOM PENH (RUPP) AND SVAY RIENG UNIVERSITY (SRU) FROM LECTURE TO INQUIRY

January 2013 - January 2015
PREAMBLE

The Royal University of Phnom Penh (hereafter RUPP) and Texas State University (hereafter Texas State):

- pursuant to the Memorandum of Understanding between RUPP and Texas State;
- acknowledging the national importance of the Cambodia's higher education system and the critical role that education plays in national development;
- realizing the mutual benefits arising from academic collaboration for the development of human resources of both parties;
- recognizing that graduate students not only need significant content knowledge, but also critical and analytical thinking skills, and the ability to be creative problem solvers;
- aware that inquiry methods of learning increase academic achievement and problem solving skills;
- noting that RUPP/SRU faculty need support and practice to transition to using inquiry methods of teaching and learning;
- accepting that Texas State faculty have recognized expertise and experience in Inquiry Based Learning (IBL);
- pursuant to the Parties' mutual desire to coordinate and collaborate in the field of educational research in Cambodia;

hereby enter into this Cooperation Agreement (henceforth called the "Agreement") to pursue the actions set forth in this Agreement, individually and collectively, and agree on the Terms and Conditions set out hereafter in the sections 1 to 8.

1. PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

RUPP, chaired and represented by the Rector, and holding office at Russian Blvd., Phnom Penh, Cambodia,

and,

Texas State, directed and represented by its President, and holding office at San Marcos, Texas, USA.

Texas State

Authorized by the Texas Legislature in 1899, Southwest Texas State Normal School opened its doors in 1903. Over the years, the Legislature broadened the institution's scope and changed its name, in succession, to Normal College, Teachers College, College, University, and in 2003 to Texas State University-San Marcos. Each name reflects the university's growth from a small teacher preparation institution to a major, multipurpose university. Through its nine academic colleges, Texas State offers nearly 200 undergraduate and post-graduate degrees to serve the needs of future generations of Texans.
RUPP

RUPP strives to preserve and promote Khmer culture and identity and support the development of Cambodia through education, research and community service. The dissemination of knowledge and environmental awareness and the teaching of ethical and peaceful values to students and staff enriches the quality of life of the Cambodian people and enables them to respond efficiently to the needs and conditions of a changing society. In particular RUPP prepares students to become effective members of Cambodian society, with the professional capability to apply, develop and enrich the sciences, technology and the arts.

2. PURPOSE OF THE AGREEMENT

The Purpose of this Agreement is to enable the Parties to cooperate - within their respective domains and mandates - to develop joint activities and a program of work regarding educational research within Cambodia, thereby supporting the Parties' respective vision, mission, goals, and objectives.

3. AREAS OF MUTUAL INTEREST AND BENEFICIAL COOPERATION

The Parties have identified the following areas of mutual interest and opportunities for beneficial cooperation, individually or collectively:

- Collaborate on the joint identification, design, planning, and implementation of educational research activities and projects, including, the introduction of IBL to Cambodian faculty.
- Collaborate on building capacity of RUPP faculty and students to use inquiry based learning through training in the creation, presentation and evaluation of IBL lessons. Texas State's specialist faculty will facilitate this capacity building.
- Co-operate in data gathering based on agreed work plans and scientific procedures.
- Co-operate on data analysis and interpretation based upon sound science.
- Jointly publish and disseminate the research and survey reports as deemed appropriate by the Parties. The Parties agree to jointly publish on all research results, where deemed publishable, when derived from data collected from agreed educational research projects.
- Develop follow up research recommendations where deemed necessary.

4. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. RUPP shall:

   a) facilitate and enhance the implementation of this Agreement by providing coordination and liaison with other government institutions and agencies to ensure smooth implementation of the joint activities and projects under this Agreement,
   b) provide technical and financial support to the development and implementation of joint educational research activities and projects to the extent permitted by its finances and technical capacities,
   c) synchronize work planning with Texas State whenever needed,
   d) make available facilities and equipment for joint activities and projects under this Agreement,
   e) provide staff and student time towards joint educational research activities and projects,
f) be financially responsible for the loss or damage of RUPP equipment by RUPP staff or students while undertaking educational research projects

g) provide endorsement letters for agreed joint project activities when needed.

2. Texas State shall:
   a) provide technical and financial support to the development and implementation of joint educational research activities and projects to the extent permitted by its finances and technical capacities,
   b) assist and participate in regular communication meetings,
   c) synchronize work planning with the RUPP whenever needed,
   d) communicate to, and network with, internal and external partners and donors on results from joint activities and projects,
   e) commit staff time and other resources to provide technical support and resources within its mandate and capacity to the extent permitted by its finances,
   f) seek additional financial support to joint activities and projects if and when needed.

5. FINANCES AND FINANCIAL MANAGEMENT

1. Funding support is provided by international donors through RUPP. RUPP will strive to maintain this support, but cannot be held liable if support from donors is exhausted or terminated.

2. Management of funds raised by or through RUPP will be managed and reported following government guidelines by RUPP.

3. Management of donor-sourced finances used for joint activities and projects will be the responsibility of RUPP, and will be managed and reported by, and according to, RUPP financial policies and procedures.

4. Payment of any per diems and any other benefits will be based on relevant policies and regulations.

5. Equipment purchased by funds raised for use in joint activities or projects will be the property of the Party that raised the funds to purchase, or simply the Party that purchased the equipment, unless explicitly stipulated differently by donors.

6. In case a Party removes support from joint activities or projects, the decision on whether the equipment remains for use in the project or not, will be determined on a case by case basis by the Party that owns the equipment. Texas State retains the right to keep its equipment for use in other related projects or activities outside this Agreement.

6. DURATION, RENEWAL, AMENDMENT, AND TERMINATION OF THE AGREEMENT

1. This Agreement shall commence on 1 January 2013 and expire on 31 January 2015, subject to the Terms and Conditions herein contained.

2. The Parties are committed to long-term cooperation, and this Agreement may be renewed on a periodic basis. Renewal of the Agreement may be subject to re-negotiation of the terms and conditions by and between the Parties and, should they wish to do so, the Parties shall agree on renewal in writing and commence negotiations, both at least three (3) months before the expiry date of this Agreement.

3. Any changes and amendments -not concerning new Parties to the Agreement- shall be agreed on between the Parties in writing, and thereafter become an integral part of this Agreement and effective as of the date of the written agreement,
4. Other organizations can become Party to this Agreement if, and only if, the existing Parties agree unanimously in writing, and if the aspiring Party fully subscribes to the Purpose of the Agreement, and the prevailing Terms and Conditions,
5. This Agreement may be terminated prior to expiration by any Party or Parties, provided the Party or Parties give a 3-months notice in writing to the other Parties or Party.

7. LEGAL MATTERS AND DISPUTE RESOLUTION

1. Nothing in this Agreement shall grant to any Party the right to use the name, trade mark(s), or other intellectual property rights of any of the other Party or Parties without the prior written consent of the Party which is the owner of the intellectual property which is used,
2. No Party is empowered to act on behalf of, or in the name of, any other Party or Parties,
3. Provision related to action for breach of Agreement in terms of notice being given by one of the Parties to the other(s) and, if the breach is not remedied within 30 days, the right of the Party giving the notice to cancel its participation in the Agreement,
4. Where any Party fails to enforce a right conferred upon it in this Agreement, that is not deemed to be a waiver, and cannot bar the exercise of that right at a later date,
5. This Agreement is non-binding and does not, by itself, create any legal obligation between the Parties. It is just a record of mutual understanding and intention to enlarge the scope of cooperation,
6. In resolving any dispute that may arise, the Parties shall aim at reaching a consensus and agree to record the consensus in writing. If a consensus is not possible, the Parties shall agree on a neutral independent arbiter to facilitate and reach a binding decision.

8. MISCELLANEOUS

The parties shall jointly evaluate the effectiveness of management and implementation of this Agreement at the end of each calendar year. Where necessary, the Parties shall seek out and agree on more effective terms and conditions for cooperation.

So be it understood and enthusiastically supported by the undersigned:

for the Royal University of Phnom Penh, Phnom Penh

for Texas State University, San Marcos, Texas

______________________________
Lav Chhiv Eau
Rector
The Royal University of Phnom Penh

______________________________
Denise M. Trauth
President
Texas State University

Date

Date