

MEMORANDUM OF UNDERSTANDING
BETWEEN
SEEBEYONDBORDERS
AND
THE GOVERNMENT OF THE KINGDOM OF CAMBODIA

SECTION I

PREAMBLE

“Whereas” The Government of the Kingdom of Cambodia has expressed a desire that the foreign Non-Governmental Organization named **SeeBeyondBorders** will engage exclusively in humanitarian activities for social welfare and public benefit in cooperation with the Government of the Kingdom of Cambodia; and

“Whereas” **SeeBeyondBorders** with its international headquarters in the **Australia** and main office in **Battambang** is a non-profit, humanitarian organization as described in the accompanying organizational documents, mission statement and program of activities of **SeeBeyondBorders**;

“Whereas” **SeeBeyondBorders** agrees to comply with the laws and regulations of the Kingdom of Cambodia. The Government of the Kingdom of Cambodia, represented by the Ministry of Foreign Affairs and International Cooperation, for the purposes of the present MOU, and **SeeBeyondBorders** have mutually agreed to the followings:

SECTION II

Responsibilities of the Government of the Kingdom of Cambodia

The Government of the Kingdom of Cambodia undertakes as follows:

Article 1

To recognize that **SeeBeyondBorders** is authorized to open its office in **Battambang** and other provincial cities to conduct its humanitarian activities and to implement its approved projects within the laws and regulations of the Kingdom of Cambodia and in accordance with the provisions of this MOU.

Article 2

To allow **SeeBeyondBorders** to carry out its humanitarian projects in other locations or provincial cities upon due approval of relevant governmental authorities based on government priorities and on **SeeBeyondBorders** field of competence and budget availabilities.

Article 3

To issue ID cards to expatriate staff with the understanding that expatriate staff must obtain work permit from the Ministry of Labor and Vocational Training as required by the laws and regulations of the Kingdom of Cambodia, except the holders of diplomatic, official and courtesy visas. The term "expatriate staff" is defined to include the country director or country representative, the foreign staff, consultants and contractors, recruited to perform a specific job based on proven skills and expertise.

Article 4

To grant permission for temporary residency **SeeBeyondBorders** expatriate staff when the period of their specific assignment exceeds three months and within the laws and regulations of the Kingdom of Cambodia.

Article 5

To authorize **SeeBeyondBorders** to collaborate directly with the public authorities of the Government of the Kingdom of Cambodia and other Government Institutions concerned for the purpose of the project planning, implementation, monitoring and evaluation.

Article 6

To inform **SeeBeyondBorders** of new laws, regulations, administrative decision or other related rulings governing foreign non-governmental organizations.

Article 7

To authorize **SeeBeyondBorders** to lease land, rent or construct its office and buildings needed for its humanitarian activities in conformity with local laws and regulations and to recruit local staff with due respect to the rules and regulations of labour laws.

Article 8

To allow the import of materials, equipment, machinery as defined in the approved project proposals according to the laws and regulations of the Kingdom of Cambodia. The import taxes are paid by the Government.

The import of personnel effects and vehicles are approved according to the rules of the temporary admission (A.T.).

Article 9

To agree that **SeeBeyondBorders** and its expatriate staff will benefit from and receive the same advantages as other foreign NGOs and their staff authorized to operate in the Kingdom of Cambodia, except as described in article 19.

Article 10

To issue all necessary visas free of charge by the Cambodian diplomatic missions abroad for the approved expatriate staff and their family members for an initial period of three months stay in Cambodia. Any visa extension thereafter upon request will be free of charge. The term "family member" is defined to include husband, wife, children, and parents.

SECTION III

Responsibilities of SeeBeyondBorders

SeeBeyondBorders undertakes as follows:

Article 11

To maintain its neutrality towards political parties in the Kingdom of Cambodia.

To respectfully the laws and regulations of the Kingdom of Cambodia and will not allow its staff to engage in any activities which might disturb peace, stability and public order or undermine national security, unity, culture and tradition of the Cambodian society.

To engage exclusively in the type of activities that have been authorized for the social welfare and public interest. To refrain from engaging in any profit making activities and any political activities inconsistent with its declared humanitarian objectives and social development.

Article 12

To carry out its activities and implements its assistance program in Cambodia within the limitations of its personnel, resources and funding, as described in detail and annexed to this MOU.

Resource and assets of **SeeBeyondBorders** shall be obtained from the lawful sources and shall be reported to the Ministry of Foreign Affairs and International Cooperation.

Article 13

To submit annual reports on activities and financial status by copying from original documents sent to donors to the Ministry of Foreign Affairs and International Cooperation and the Ministry of Economy and Finance within 30 (thirty) days from the date sending to donors as well as one copy of project documents, work plan and financing agreement with donors by copying from original documents within 30 (thirty) days of the agreement.

The Ministry of Economy and Finance or the National Audit Authority may, if necessary, check and audit the financial operation of **SeeBeyondBorders**.

Article 14

To notify in writing to the Ministry of Foreign Affairs and International Cooperation and the Ministry of Economy and Finance all of its operation bank account in the Kingdom of Cambodia within 30 (thirty) days from the date of signing this MOU.

Article 15

To notify in writing to the Ministry of Foreign Affairs and International Cooperation and the Ministry of Economy and Finance in case of relocation of its representative office, or replacement of Country Representative or change of its bank account information within 15 (fifteen) days from the date of relocation, or replacement or change is made attaching with modified documents.

To provide the Ministry of Foreign Affairs and International Cooperation with an updated list of expatriate and local staff.

The list should include the following information:

1. Full name
2. Nationality
3. Passport number or ID or other relevant documents
4. Position in the NGO
5. Duration of employment contract; work permit,
6. Name of accompanying family members; and
7. Address in Cambodia.

Article 16

To employ, wherever possible, a greater number of Cambodian staff with due respect to their labor rights, to reduce to a minimum the number of expatriate employed in any project or program and to maximize the transfer of skills and expertise to Cambodian staff in line with the policy of the Government of the Kingdom of Cambodia.

Article 17

To refrain from recruiting a tourist or an illegal immigrant to work in any capacity, the expatriate staff shall obtain a work permit issued by the Ministry of Labor and Vocational Training of the Kingdom of Cambodia.

Article 18

To work in close consultation with counterpart government institutions and local authorities to implement the approved projects or programs. In particular, **SeeBeyondBorders** is required to inform its counterpart while assigning a consultant to work in the field or requesting visa extension for an expert to complete the job.

Article 19

To agree that local and expatriate staff are subject to income tax regulations of the Kingdom of Cambodia, except as described in other decision of the Royal Government. **SeeBeyondBorders** agrees to comply with the taxation rules and regulations of the Kingdom of Cambodia.

SECTION IV

FINAL PROVISIONS

Article 20

SeeBeyondBorders's country director or country representative in Cambodia or other officially designated representative is recognized to act on behalf of **SeeBeyondBorders** with the Royal Government of Cambodia after this MOU has been signed.

Article 21

SeeBeyondBorders may suspend its activities by submitting a written notification to the Ministry of Foreign Affairs and International Cooperation. Prior to the suspension of its activities **SeeBeyondBorders** shall prepare reports on activities and financial status as stated in Article 13 of this MOU.

SeeBeyondBorders shall, prior to termination of its MOU, clear its obligations in accordance with the procedures and provisions in force.

SeeBeyondBorders shall dispose of its resources and assets remaining after the clearance of its obligations in compliance with the funding agreement with its donors.

Article 22

The Government of the Kingdom of Cambodia may terminate the validity of the memorandum of understanding, in case **SeeBeyondBorders** does not comply with the memorandum of understanding signed with the Ministry of Foreign Affairs and International Cooperation or in case **SeeBeyondBorders** conducts its activities that endanger the security, stability and public order or jeopardize the national security, national unity, culture, customs and good traditions of Cambodian national society.

In case **SeeBeyondBorders** conducting activities which endanger the national security or involves money laundering, terrorist financing or terrorist crimes, or other criminal offenses, that **SeeBeyondBorders** shall be punished in accordance with the legal regulation in force of the Kingdom of Cambodia.

Article 23

In the event that **SeeBeyondBorders** fails to comply with Article 11, 13 and 14 of this MOU, the Ministry of Foreign Affairs and International Cooperation shall notify in writing by giving 30 (thirty) days at the latest. In case of non-compliance, the Ministry of Foreign Affairs and International Cooperation shall issue a warning in writing by giving 30 (thirty) days at the latest. In case of repeated non-compliance, the Ministry of Foreign Affairs and International Cooperation shall issue a written decision to terminate the validity of this MOU.

Article 24

This MOU may be terminated by either party after 30 (thirty) days of written notice by registered letter delivered to the other party. In the event that MOU of **SeeBeyondBorders** is invalidated prematurely by the Ministry of Foreign Affairs and International Cooperation, the disposal of remaining resources and assets shall be implemented in accordance with decision of **SeeBeyondBorders** which has requested the opening of representative office in the Kingdom of Cambodia.

Article 25

This MOU comes into force after signing by both parties and is valid for (3) years and may be renewed for another term by mutual consent. The validity of this MOU shall automatically terminate on its expiry date and the extension of this MOU shall be made within 90 (ninety) days prior to the expiry date.

Article 26

This MOU is written in duplicate, in Khmer and English, both texts are equally authentic.

Done in Phnom Penh this day, 15 June.....2023

**FOR THE GOVERNMENT OF
THE KINGDOM OF CAMBODIA**



**LUY DAVID
SECRETARY OF STATE**

FOR SEEBEYONDBORDERS



**COLM PATRICK BYRNE
COUNTRY DIRECTOR**

Annex

The Foreign Non-Governmental Organization - refers a legal organization established outside the Kingdom of Cambodia aiming at conducting activities to serve the public interest without generating profits.

Administrative costs - include the expense of the administrative office, the administrative staff's salaries, and the Director's salaries.

Expert staff - are the technical experts and the technical advisers.

Immigrants - are foreigners who have a legal entry into Cambodia for a long stay in order to perform their professions or conduct activities relating to an industry, services or agriculture.