



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TRANSPARENCY INTERNATIONAL CAMBODIA  
AND  
CAMBODIAN HUMAN RIGHTS ACTION COMMITTEE**

This Memorandum of Understanding ("MOU") is made between Transparency International Cambodia ("TI Cambodia") and Cambodian Human Rights Action Committee ("CHRAC"), hereinafter jointly referred to as the "parties".

**WHEREAS**, TI Cambodia is one of the leading organisations fighting corruption in Cambodia. TI Cambodia is an official National Contact of Transparency International. Its mission is to work together with individuals and institutions – government, development partners, civil society, private sector, media and other stakeholders at all levels to promote integrity and reduce corruption in Cambodia.

**WHEREAS**, CHRAC is a group of local non-governmental organisations and associations working in the field of human rights, liberal democracy, and development in the Kingdom of Cambodia.

**WHEREAS**, the parties share similar missions and wish to cooperate in area of mutual concern to promote integrity, reduce corruption and to uphold human rights, and democracy in Cambodia.

**NOW, THEREFORE** the parties wish to establish the following understanding:

**Article I**

**Purpose:**

- 1.1.1 The purpose of this MOU is to provide a formal framework of cooperation and facilitate collaboration between the parties in areas of common interest. The aims of the collaboration are to strengthen partnership of the parties, and to support the implementation of the joint activities effectively to achieve the objectives set forth in their programme strategy.
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**Article II**  
**Areas of cooperation:**

2.1 The parties agree to cooperate in the following areas of activities:

- Conduct a National Anti-Corruption Conference on the judicial system which is planned for 2014.
- Conduct a joint research project on the corruption practices in judicial systems prior to the National Anti-Corruption Conference to increase the knowledge and understanding of the current corruption issues in Cambodia. The findings will be presented at the Conference.
- Support the Advocacy and Legal Advice Centre (ALAC) of TI Cambodia whereby CHRAC will help facilitate corruption complaints and relevant cases from citizens to ALAC and TI Cambodia will refer any human rights complaints which are not related corruption cases to CHRAC.
- Conduct a joint pilot project on monitoring the court system in three provinces in Cambodia.
- Facilitate and/or endorse joint statements related to the issues of rules of law, human rights, transparency, accountability and corruption.
- Jointly develop proposals on related fields to potential donors when required.

**Article III**  
**Roles and responsibilities of each party:**

3.1 TI Cambodia is responsible for:

- Play a co-organizer role with CHRAC in organizing the National Anti-Corruption Conference focusing on corruption in the judiciary system in 2014.
- Facilitate complaints from citizens and refer cases not related to corruption to CHRAC when necessary.
- Conduct a joint pilot project on monitoring the court system.
- Mobilise resources for the implementation of a pilot project, as well as other joint activities under this partnership.
- Share any progress and activities with CHRAC when relevant to this partnership.

3.2 CHRAC is responsible for:

- Co-organizing with TI Cambodia for the National Anti-Corruption Conference on corruption in the judicial system.
  - Facilitate complaints and refer them to relevant NGO members for their legal support.
  - Conduct a joint pilot project on monitoring the court system.
- Handwritten signature/initials*

- Mobilise resources for the implementation of the pilot project, as well as other joint activities under this partnership.
- Share any progress with TI Cambodia and activities when relevant to this partnership.

#### **Article IV**

##### **Implementation of the MOU:**

- 4.1 In order to implement the specific activities, the parties shall specify the costs or expenses relating to the activity and how they are to be split between the parties. Any agreement of joint project or activity including cost-sharing shall be applicable to the MOU.
- 4.2 All activities shall be carried out on the basis of project documents agreed between TI Cambodia and CHRAC, and in accordance with the parties' regulations, rules and directives.
- 4.3 Each party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

#### **Article V**

##### **Terms, termination, amendment:**

- 5.1 The proposed cooperation under this MOU shall have an initial term of a period beginning from the effective *date of signature, May 21, 2013 to 30 September 2015*, unless terminated earlier by either Party with two months' notice in writing. The parties may agree to extend this MOU in writing for a subsequent period agreed by the parties.
- 5.2 In the event of a termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this MOU, may be also terminated in accordance with the termination provision contained in such agreements. In such case, the parties shall take the necessary steps to ensure the activities carried out under the MOU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.
- 5.3 This MOU may be amended only by mutual written agreement of the parties.

*Handwritten initials: R PD*

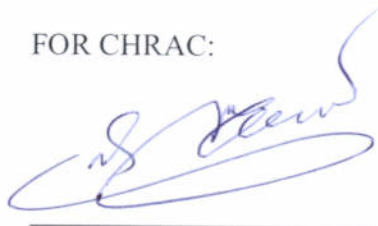


**Article VI**  
**Entry into forces:**

- 6.1 This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into force on the date in which it is duly signed by both parties.

**IN WITNESS WHEREOF**, the duly authorised representatives of the parties affix their signature below.

FOR CHRAC:



Name: Sol Sam Oun  
Title: Chairman  
Date: 21 May 2013

FOR TI Cambodia:



Name: ហង់ ឥន្ទ្រ  
Title: Executive Director  
Date: 21-05-2013