



**MEMORANDUM OF UNDERSTANDING
BETWEEN
TRANSPARENCY INTERNATIONAL CAMBODIA
(TI CAMBODIA)
AND
LEGAL AID OF CAMBODIA
(LAC)**

This Memorandum of Understanding (MoU) is made between Transparency International Cambodia (TI Cambodia) and Legal Aid of Cambodia (LAC), 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 in Berlin, Germany. Its mission is to work together with individuals and institutions including government, development partners, civil society, private sector, media, the public and other stakeholders at all levels to promote integrity and reduce corruption in Cambodia.

WHEREAS, Legal Aid of Cambodia (LAC) is a Khmer-run non-governmental organisation which has provided Cambodia’s poor with a quality legal service free of charge since 1995. LAC prides itself on being independent and non-political. LAC’s mission is to provide free, quality legal services to and advocate for Cambodia’s poor in both criminal and civil cases.

The parties share similar missions to provide legal support to the poor, and wish to cooperate in areas of shared concern to promote integrity, reduce corruption, and uphold human rights and democracy in Cambodia.

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

**Article 1
Purpose:**

- 1.1.1 The purpose of this MoU is to provide a formal framework of cooperation between the parties in areas of common interest. The aims of the cooperation are to strengthen partnership of the parties, and to effectively support the implementation of the joint activities to achieve the objectives set forth in the parties’ programme strategies.

Article 2
Areas of cooperation:

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

- Joining develop proposal on the areas of legal reform, law enforcement, good governance, transparency, integrity and anti-corruption;
- Cooperating on the implementation of the Advocacy and Legal Advice Centre (ALAC) of TI Cambodia whereby LAC will provide advice and pre-assessment on the corruption case to ALAC. After receiving more relevant documents from LAC, Advocacy and Legal Advice Centre (ALAC) of TI Cambodia will refer those complaints to Anti-Corruption Unit for further legal action and will keep LAC inform of the progress.
- Joining campaign to promote for integrity, transparency and anti-corruption and rule of laws in Cambodia.

Article 3
Roles and responsibilities of each party:

3.1 TI Cambodia is responsible for:

- Initiating and implementing a joint project to promote transparency, integrity, social accountability and anti-corruption whenever necessary;
- Mobilising resources for the implementation of joint projects as well as other joint activities under this partnership;
- Referring the LAC of human rights or other ordinary criminal cases related to LAC's program;
- Requesting to LAC for further information or any relevant documents on the corruption cases if require;
- TI Cambodia is responsible for referring the cases with valid evidence from LAC to Anti-Corruption Unit for further legal action;
- Sharing information, tools, project's progress and activities with LAC when necessary; and
- Joining advocacy campaign with LAC on legal reform, law enforcement and other awareness raising campaigns.



- 3.2 LAC is responsible for:
- Cooperating with TI Cambodia through Advocacy and Legal Advice Centre (ALAC) provide advice and pre-assessment on the corruption case to ALAC
 - Upon request, LAC will gather further information or any relevant documents as requested by ALAC;
 - Facilitating to distribute ALAC communication tools at LAC target areas;
 - Initiating and implementing a joint project to promote transparency, integrity, social accountability and anti-corruption whenever necessary;
 - Sharing information, tools, project's progress and activities with TIC when necessary; and
 - Joining advocacy campaign with TI Cambodia on legal reform, law enforcement and other awareness raising campaigns.

Article 4

Implementation of the MOU:

- 4.1 Any agreement of joint project or activity including cost-sharing shall be applicable to the MoU. In case of, any costs related to the joint activities shall be shared if both parties agreed otherwise.
- 4.2 All activities shall be carried out on the basis of project documents agreed between both parties and in accordance with the parties' regulations, rules and directives.
- 4.3 Each party shall be liable for its unlawful commissions and omissions in connection with this MoU and its implementation.

Article 5

Validity of MoU:

- 5.1 The proposed cooperation under this MoU shall have an initial term of a period beginning from the effective date to 30 September 2015. This MoU may be amended only by mutual written agreement of the parties
- 5.2 In such cases, 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.



Article 6

Termination of MoU:

- 6.1 This MoU may be terminated by the agreement of parties or by parties at will, but requires two months prior notice in writing.

Article 7

Extension of MoU

- 7.1 The parties may agree to extend this MoU in writing for a subsequent period agreed by the parties.

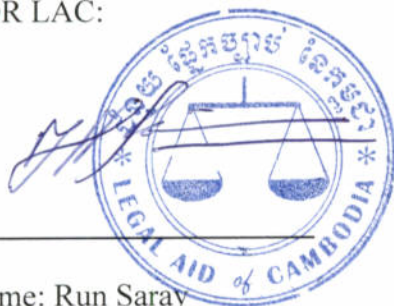
Article 8

Entry into forces:

- 8.1 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 be put into force and effect on the date ("effective 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 LAC:



Name: Run Saray

Title: Executive Director

Date: 21/11/13

FOR TI Cambodia:



Name: Sun Long

Title: Acting Executive Director

Date: Nov 21, 2013