## MEMORANDUM OF UNDERSTANDING BETWEEN

## THE GOVERNMENT OF THE PEOPLE'S REPUPLIC OF BANGLADESH AND

## THE GOVERNMENT OF THE KINGDOM OF CAMBODIA CONCERNING

### THE COOPERATION IN THE FIELD OF LABOUR AND VOCATIONAL TRAINING

The Government of the People's Republic of Bangladesh represented by the Ministry of Expatriates' Welfare and Overseas Employment and the Government of the Kingdom of Cambodia represented by the Ministry of Labour and Vocational Training, (hereinafter referred to jointly as "Parties" and individually as "Party");

- RESPECTING the principles of equity and mutual benefits;

- DESIRING to establish and enhance the distinguished relations between the Parties and to promote their cooperation for the national interest in strengthening economic growth of the two countries;

- SHARING a common aspiration to improve the capacities and capabilities of both countries in enhancing skills of manpower and efficiently managing the migration for employment as well as preventing and combating the labour trafficking between the two countries;

- Have agreed as follows:

#### Article 1

For the purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") the competent authorities shall be:

- a) The Ministry of Expatriates' Welfare and Overseas Employment of the People's Republic of Bangladesh;
- b) The Ministry of Labour and Vocational Training of the Kingdom of Cambodia.

#### Article 2

The Parties shall work towards the encouragement of the technical cooperation in the field of labour employment and vocational training between the two countries including the following:

- a. Management of migration for employment among the countries;
- b. Cooperation in the field of technical and vocational education and training (TVET);
- c. Exchange of information for preventing the illegal recruitment and employment of workers as well as to prevent and combat the labour exploitation and trafficking in persons; and
- d. Any other area of cooperation in the field of labour and vocational training agreed upon between the Parties.

#### Article 3

The Parties shall cooperate on skill development, knowledge and technical sharing in order to upgrade skills of manpower and enhance labour productivity.

#### Article 4

The activities under Article 2 and Article 3 may be implemented through a variety of means, such as the exchange of best practices, information, manuals and expertise, workshops and dialogue.

The arrangements shall be agreed upon by the Parties subject to the national interest and available resources and on the case-by-case basis.

The Parties may agree to conclude separate agreements on any specific area in the fields of labour employment and TVET for the activities undertaken under Article 2 and Article 3.

#### Article 5

Both Parties agree to cooperate in the management of migrant workers who migrate for employment between the two countries. The cooperation would be through regular exchange of information on the registered labour of the two countries, who are working on the territory of the other country.

Both Parties agree to cooperate in the field of TVET through mutual dialogue and exchanges skills development programmes.

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#### Article 6

Each competent authority shall designate a national focal point at senior official level, as appropriate, who will facilitate the communication between the Parties. For official communication, the Parties will go through diplomatic channel.

#### Article 7

In order to support the implementation of this MOU, the competent authorities of the Parties shall appoint officers to constitute a Technical Working Group of each Party.

Through the consultation(s) between the Parties, the Technical Working Group, which was appointed in accordance with this article, shall study, assist, monitor and advise on the process and the procedure of the implementation of this MOU.

#### Article 8

Each party shall be responsible for the travel, accommodation and subsistence costs of its delegation and personnel resulting from the implementation of this MOU, including the Technical Working Group meetings.

The host Party shall facilitate the required local transportation for visiting delegations and for the logistic and secretarial costs pertaining to the meetings necessary for the implementation of this MOU.

#### Article 9

This MOU shall enter into force on the date of the signature by the Parties.

This MOU shall remain in effect for 5 (five) years and may be renewed upon mutual consent. However, this MOU may be suspended or terminated by either Party if there is any justifiable reason and the termination shall take effect 60 (sixty) days following the date of written notice to the other Party.

This MOU shall remain effective during its ongoing renewal process unless one of the Parties requests for its termination.

Any amendment of this MOU may be made as agreed upon by the Parties through the diplomatic channels.

#### Article 10

The termination of this MOU shall not affect the validity and duration of any ongoing action plans, projects and programmes until the completion of such projects and programmes.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Government, have signed this MOU.

Done in Phnom Penh on 04<sup>th</sup> December 2017 in two original copies in English language.

#### FOR THE GOVERNMENT OF THE PEOPLE'S REPUPLIC OF BANGLADESH

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Foreign Minister

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Minister Ministry of Labour and Vocational Training