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MEMORANDUM OF UNDERSTANDING FOR DIGITAL WORKFORCE DEVELOPMENT PROJECT

This Memorandum of Understanding (this "MOU") is made on the date the last party signs this MOU ("Signature Date"), among **Canadia Bank Plc.**, Expert Leadership Innovation Exchange Organization ("ELIX"), and **National University of Battambang ("NUBB")**. **Canadia Bank Plc.**, **ELIX**, and **NUBB** are collectively referred to herein as the "Parties" or individually as "Party".

Preamble.

- (I) The United States Agency for International Development ("USAID") has awarded the University of California, Berkeley ("UCB") USD 15,000,000 to implement a five-year "USAID Digital Workforce Development Project" that aims to improve the digital skills of Cambodia's youth and professionals in order to bolster Cambodia's competitiveness in the global economy (the "Project").
- (II) ELIX is the program management unit (PMU) of the University of California, Berkeley.
- (III) ELIX, **Canadia Bank Plc.**, and **NUBB** desire to work together to carry out the Project's aims by strengthening ICT courses, enhancing the capacity of Cambodian higher education institutions to meet accreditation standards, and increasing the education and job opportunities of Cambodian youth.

1. **Scope of Cooperation.** The Parties intend to support the following key objectives:

- (A) **Strengthen Digital/ICT Courses:** This objective aims to strengthen targeted information, communication and technology courses and programs offered by Cambodian higher education institutions ("HEIs"), including certification courses, short courses, and non-degree and degree programs; and
- (B) **Increase Scholarship, Internship and Networking Opportunities of Cambodian Youth:** This objective aims to support practical skill-building and increase education and job opportunities for Cambodian Youth, (collectively, the "Objectives").
- (I) In furtherance of the Objectives, **Canadia Bank Plc.** intends to:
 - a. Create Internship and job opportunities for students;
 - b. Provide soft-skill training, CV writing workshop, mock interview, etc
 - c. Host groups of students at the company for a study tour – expose students to the work culture
 - d. Support technical coaching in sector-specific career path; and
 - e. Explore other opportunities within the USAID DWD program.
- (II) In furtherance of the Objectives, **ELIX** intends to:
 - a. Create and facilitate opportunities for company to engage with students;
 - b. Contribute and allocate funding within the scope of the USAID Digital Workforce Development project;
 - c. Establish a pipeline between **Canadia Bank's** recruitment platform and career center's communication channels/platform;
 - d. Provide access to the Career Center Network across Cambodia;
 - e. Organize Annual Community Day between employers and students; and
 - f. Upskill students and professionals (managers and executives) in soft skill courses (Strategic Communication, Building a High-Performance Team, etc.).

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- (iii) In furtherance of the Objectives, NUBB intends to:
- Mobilize students to engage with company;*
 - Provide feedback to company from student's perspective on the future of work;*
 - Organize annual networking party with relevant stakeholders (companies and DWD) to strengthen the relationship and reflect together upon the partnership/collaboration; and*
 - Provide physical space for different engagements with students as needed.*
2. **Term; Termination for Convenience.** This MOU will commence on the Signature Date and will end in 1 year. This MOU will be automatically renewed until the life of the project, or either Party may terminate this MOU immediately, for any reason, upon written notice to the other Party. Upon expiry or termination of this MOU, Sections 3, 4, 5, 6 will continue to apply in accordance with their terms.
3. **Exclusion of Implied Terms and Warranties.** Except to the extent prohibited by law, each Party and its affiliates make no representations or warranties of any kind, whether express, implied, statutory or otherwise, regarding the scope of cooperation described in this MOU.
4. **Non-binding Nature.** Except for Section 6 ("Nondisclosure and Publicity"), this MOU is not binding and does not create any rights or obligations of any person, whether or not the Parties enter any definitive agreement relating to the scope of cooperation. This MOU does not oblige any Party to (a) commit any funds to any other Party or towards the scope of cooperation described in this MOU, or (b) enter any binding agreement. Nothing in this MOU modifies or supersedes any agreement among the Parties entered before or after the Signature Date. Each Party is free to change its intentions described in Section 1, and none of the Parties will take any actions or incur any costs in reliance on the other Party's stated intentions.
5. **No liability.** Except for breach of Section 6 ("Nondisclosure and Publicity"), each Party, their affiliates, and their personnel will have no liability to any other Party, its affiliates or their personnel, under any cause of action, under or in connection with this MOU.
6. **Nondisclosure and Publicity.** The Parties acknowledge that, in the course of their discussions and cooperation, they may disclose confidential information to each other. The Parties agree to keep all such information confidential and to use it only for the purpose of the cooperation. The Parties shall take all reasonable steps to protect the confidentiality of any confidential information disclosed to them by the other party. If the Parties have a nondisclosure agreement ("NDA"), then the NDA is incorporated by reference into this MOU. Except to the extent permitted by applicable law, neither Canada Bank Plc., ELIX nor NUBB will issue any press release or make any other public communication with respect to this MOU or the scope of cooperation described in this MOU, without every other Party's prior written approval of those materials. Candia Bank, ELIX, and NUBB agree that the contents of this MOU are not publicly known and will not be disclosed by them, their affiliates and their personnel.
7. **Independent Contractors.** Canada Bank Plc., ELIX nor NUBB are independent contractors, and this MOU will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither Canada Bank Plc., ELIX nor NUBB, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.
8. **Governing Law and Dispute Resolution.** This MOU shall be governed by and construed in accordance with the laws of the Kingdom of Cambodia. Any dispute arising under or in connection with this MOU shall be resolved through good faith negotiations between parties. If the parties are unable to resolve such dispute through negotiation within 90 days of receipt of written invitation to negotiate, the case shall be referred to the competent court of the Kingdom of Cambodia.
9. **Counterparts.** This MOU is made in 3 original copies in English and may be executed in several counterparts, each of which is an original, but all of which constitute the MOU.

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IN WITNESS WHEREOF, Canadia Bank Plc., NUBB, and ELIX have executed this MOU as of the Signature Date.

CNB

Canadia Bank Plc.

By 

Print Name: Raymond Sia Say Guan

Title: Chief Executive Officer

Address: # 315, Preah Ang Duong Street, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh.

Email: raymond.sia@canadiabank.com.kh

Date: 24/04/2023



By _____

Print Name: H.E Sok Khorn

Title: Rector

Address: National Road 05, Sangkat Preaek Preah Sdach, Battambang City

Email: sok.khorn@nubb.edu.kh

Date: 24/04/2023

ELIX

Expert Leadership Innovation Exchange Organization

By 

Print Name: Chanda PEN

Title: Chief of Party

Address: No 299 Preash Ang Duong, St 110, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh

Email: chanda@elixkh.org

Date: 24/04/2023

