



**MEMORANDUM OF UNDERSTANDING
FOR DIGITAL WORKFORCE DEVELOPMENT PROJECT**

This Memorandum of Understanding (the "MOU") is made on the date the last party signs the MOU ("Signature Date"), among Phillip Bank Plc ("PLB"), Expert Leadership Innovation Exchange Organization ("ELIX"), and National University of Battambang ("NUBB").

PLB, 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 (Fifteen million dollars) 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 ("USAID Digital Workforce Development Project").
- (II) ELIX is the program management unit (PMU) of the University of California, Berkeley.
- (III) ELIX, PLB, and NUBB desire to work together to carry out the USAID Digital Workforce Development 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 (HEI), 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 "Objective").
- (I) In furtherance of the Objective, PLB 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. Participate in process of academic program development and revision of NUBB
 - f. Explore other opportunities within the USAID Digital Workforce Development Project.
- (II) In furtherance of the Objective, 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. Provide access to the Career Center Network across Cambodia (5 career centers in Phnom Penh, Svay Rieng, Battambang, and Siem Reap);
- d. Organize Annual Community Day between employers and students; and
- e. Upskill students and professionals (managers and executives) in soft skill courses (Strategic Communication, Building a High-Performance Team, etc.).

(III) In furtherance of the **Objective**, NUBB intends to:

- a. Mobilize students to engage with company;
- b. Provide feedback to company from student's perspective on the future of work;
- c. Organize annual networking party with relevant stakeholders (companies and **USAID Digital Workforce Development Project**) to strengthen the relationship and reflect together upon the partnership/collaboration; and
- d. Provide physical space for different engagements with students as needed.

2. **Term; Termination for Convenience.** The **MOU** will commence on the signature date and will end 5 years after the signature date or the life of the **USAID Digital Workforce Development Project**. Either **Party** may terminate the **MOU** immediately, for any reason, upon written notice to the other **Party**. Upon expiry or termination of the **MOU**, section 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 the **MOU**.
4. **Non-binding Nature.** Except for section 6 ("Non-disclosure and Publicity"), the **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. The **MOU** does not oblige any **Party** to (a) commit any funds to any other **Party** or towards the scope of cooperation described in the **MOU**, or (b) enter any binding agreement. Nothing in the **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 ("Non-disclosure 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 the **MOU**.
6. **Non-disclosure and Publicity.** If the **Parties** have a non-disclosure agreement ("**NDA**"), then the **NDA** is incorporated by reference into the **MOU**. Except to the extent permitted by applicable law, neither **PLB**, **ELIX** nor **NUBB** will issue any press release or make any other public communication with respect to the **MOU** or the scope of cooperation described in the **MOU**, without every other **Party's** prior written approval of those materials. **PLB**, **ELIX**, and **NUBB** agree that the contents of the **MOU** are not publicly known and will not be disclosed by them.
7. **Independent Contractors.** **PLB**, **ELIX**, nor **NUBB** are independent contractors, and the **MOU** will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither **PLB**, **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.



IN WITNESS WHEREOF, PLB, ELIX and NUBB have executed the MOU as of the signature date.

For and on behalf of Phillip Bank Plc ("PLB")

By 

Print Name: CHAN Mach

Title: Chief Executive Officer

Date:

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For and on behalf of Expert Leadership Innovation Exchange Organization ("ELIX")

By 

Print Name: Chanda PEN

Title: Chief of Party

Date:

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For and on behalf of National University of Battambang ("NUBB")

By 

Print Name: H.E Sok Khorn

Title: Rector

Date:

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