

## 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 CAM GSM Co. Ltd ("Cellcard"), Expert Leadership Innovation Exchange Organization ("ELIX"), and National University of Battambang ("NUBB"), Cellcard, 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, Cellcard, 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, Cellcard 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 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. 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 Objectives, 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 DWD) to strengthen the relationship and reflect together upon the partnership/collaboration; and

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d. *Provide physical space for different engagements with students as needed.*

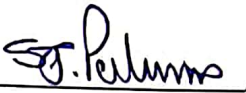
2. **Term; Termination for Convenience.** This MOU will commence on the Signature Date and will end 5 years after the Signature Date or the life of the USAID Digital Workforce Development project. Either Party may terminate this MOU immediately, for any reason, upon written notice to the other Party. 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.** 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 Cellcard, 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. Cellcard, ELIX, and NUBB agree that the contents of this MOU are not publicly known and will not be disclosed by them.
7. **Independent Contractors.** Cellcard, ELIX nor NUBB are independent contractors, and this MOU will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither Cellcard, 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.

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*Nita*  
*SP*

IN WITNESS WHEREOF, (Company), NUBB, and ELIX have executed this MOU as of the Signature Date.

CAM GSM Co. Ltd.

By 

Print Name: Simon John Perkins

Title: Chief Executive Officer

Date:

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By 

Print Name: H.E Sok Khorn

Title: Rector

Date:

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ELIX

Expert Leadership Innovation Exchange Organization

By 

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Title: Chief of Party

Date:

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Witness by Amo

Print Name: Kum Vochnea

Title: TA Manager

Date: 24.04.23

Email: kum.vochnea@cellcard.com.kh

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SA