



MINISTRY OF HEALTH

**INTERNATIONAL ORGANIZATION
FOR MIGRATION**

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE MINISTRY OF HEALTH OF
*THE KINGDOM OF CAMBODIA***

AND

**THE INTERNATIONAL ORGANIZATION FOR
MIGRATION**

This Memorandum of Understanding (MOU) is entered into by and between:
The Ministry of Health, No. 80, Samdech Penn Nouth Blv (289), Sangkat Boeung Kak I,
Khan Toul Kork, Phnom Penh and hereinafter referred to as MOH, as one party;

and

The International Organization for Migration, No 281 Tai Ming, 4th Floor, Preah Norodom
and hereinafter referred to as IOM, as the other party.

TAKE NOTE that the first party, the Ministry of Health, is the competent designated national authority to manage and supervise all public health activities and to ensure the health of the population of the Royal Government of Cambodia.

TAKE NOTE that the Royal Government of Cambodia is a member state of the World Health Organization (WHO) which adopted the Resolution on the Health of Migrants during the World Health Assembly (WHA 61.17) in 2008. This resolution calls upon WHO Member States and partners to inter alia 'promote migrant-sensitive health policies and practices', 'to promote equitable access to health promotion and care for migrants' and 'to encourage multi-lateral cooperation and inter-sectoral action'. The WHA resolution's operational framework has four pillars: (1) monitoring migrant health; (2) policy and legal frameworks; (3) migrant sensitive health systems; and (4) partnerships, networks and multi-country frameworks.

TAKING NOTE that the Royal Government of Cambodia has also adopted the 2014 WHA Resolution on the Global Strategy and Target for Tuberculosis Prevention, Care and Control after 2015 (WHA 67.1) and the 2015 WHA Resolution on the Global Technical Strategy and Targets for Malaria 2016-2030 (WHA 68.2) that refer to migrant populations as one of vulnerable groups. Cambodia is mainly a migrant sending country and also to some extent a migrant receiving country.

TAKING NOTE that the Royal Government of Cambodia is a member state of IOM since 2002, has signed a cooperation agreement with IOM's Country Office in the Kingdom of Cambodia in 1993, and has granted IOM the same privileges and immunities afforded to the UN specialized agencies under the 1947 UN Convention on the privileges and immunities of the Specialized Agencies.¹

WHEREAS, the International Organization for Migration (IOM) is an intergovernmental organization committed to the principle that humane and orderly migration benefits migrants² and society, acts to: assist in meeting the operational challenges of migration, advance understanding of migration issues, encourage social and economic development through migration, and work towards effective respect of the human rights and well-being of migrants. IOM's Migration Health Division (MHD) endeavours to promote

¹ This paragraph is optional and requires careful review by LEG.

² IOM defines a migrant as any person who is moving or has moved across an international border or within a State away from his/her habitual place of residence, regardless of (1) the person's legal status; (2) whether the movement is voluntary or involuntary; (3) what the causes for the movement are; or (4) what the length of the stay is. IOM concerns itself with migrants and migration-related issues and, in agreement with relevant States, with migrants who are in need of international migration services.

evidence-informed policies and comprehensive integrated preventive and curative health services and programmes which are beneficial, accessible and equitable for migrants and host communities, and meet the needs of Member States in managing health related aspects of migration.

CONSCIOUS of the need for closer cooperation between the MOH and IOM in the field of migration and health, the two Parties, in full legal capacity through their representatives herein, agree and stipulate as follows:

ARTICLE I

GENERAL PRINCIPLES OF COOPERATION

1. Within their respective mandates and subject to available resources, MOH and IOM shall act in close collaboration and hold consultations on all matters of common interest. To this end, the two Parties shall consider the appropriate framework for such consultation as and when necessary.
2. MOH and IOM agree to the activities related to migration and health of MOH and IOM, respectively, shall be coordinated, to the extent possible, in an effort to achieve the maximum cooperation and the elimination of unnecessary duplication between them.
3. Each Party shall endeavour, in so far as possible and in compliance with its constituent instruments and decisions of its competent bodies, to respond favourably to requests for cooperation from the other Party in accordance with procedures to be mutually agreed upon.

ARTICLE II

ATTENDANCE AT MEETINGS

1. In accordance with the applicable rules of procedure and decisions taken by the competent bodies concerning the attendance of meetings by observers, MOH shall invite IOM to send representatives to meetings and conferences convened by MOH to which intergovernmental organizations have been invited, whenever matters of interest to IOM are to be discussed.

2. In accordance with the applicable rules of procedure and decisions taken by the competent bodies concerning the attendance of meetings by observers, IOM shall invite MOH to send representatives to meetings and conferences convened by IOM to which intergovernmental organizations have been invited, whenever matters of interest to MOH are to be discussed.

ARTICLE III

EXCHANGE OF INFORMATION AND DOCUMENTATION

1. MOH and IOM agree to exchange information and documentation in the public domain to the fullest extent possible on matters of common interest.
2. Where appropriate and subject to the necessary requirements, information and documentation relating to specific projects or programmes may also be exchanged between the Parties with a view to attaining better complementary action and effective coordination between the Parties.
3. Both Parties are not entitled to use the other Party's official logo except for activities related to this Agreement and by prior explicit written consent of the concerned Party.

ARTICLE IV

JOINT ACTION

1. MOH and IOM may, through special arrangements, decide to act jointly in the implementation of projects that are of common interest. Special arrangements shall define the modalities for the participation of each Party in such projects and shall determine the expenses payable by each of them.
2. MOH and IOM shall develop a joint annual operational work plan based on the MOU that stipulate specific actions and deliverables, based on identified needs and priorities. This work plan will be reviewed at regular intervals and renewed on an annual basis.
3. MOH and IOM shall jointly advocate on inclusion of migrants' and mobile populations' health concerns including migrants residing in Cambodia and Cambodians who migrate

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in the strategies and programs of relevant Ministries of the Royal Government of Cambodia and other key international and local actors.

4. MOH and IOM may, whenever they consider it desirable, set up commissions, committees or other technical or advisory bodies, on terms and conditions to be mutually agreed upon in each case, to advise them on matters of common interest.

ARTICLE V

PARTIES' ROLES AND RESPONSIBILITIES

Without prejudice to cooperation in additional fields and subject to the availability of resources, IOM agrees to strengthen the capacity of the MOH and to provide technical expertise and support in the following areas, in line with the four pillars of the operational framework of the WHA Resolution on the Health of Migrants (61.17):

1) Monitoring migrants' health:

- Support MOH in strengthening the knowledge on health of migrants, including Cambodian migrants, crisis affected populations and host communities through research and subsequent information dissemination to ensure evidence-based programming and Policy/Strategy/Guidelines development.
- Support MOH and other partners to include migration and migrant variables into disease surveillance surveys (i.e., HIV, TB, malaria) and other routine health surveys (i.e., demographic health survey, antenatal clinic surveys).
- Assist MOH in the implementation of Mental Health National Action Plan and support existing Mental Health Psychosocial Social Support services that can benefit local, migrant, refugee and returnee populations.
- Capacity building of Mental Health Psychosocial Social Support actors Primary Health Care staff and social workers in mental health mobility paradigms and tools.
- Support psychosocial services to Victims of Trafficking, Assisted Voluntary Return, Reintegration and families left behind.

2) Strengthening Policies/Strategy/Guideline, and legal frameworks on migrants' health:

- Support MOH in developing migrant-inclusive health_Policies/Strategy/ Guideline laws and protocols.

- In close collaboration with MOH, support other ministries (such as labor, immigration, foreign affairs, and development cooperation) to develop Policies/Strategy/Guidelines and laws that promote and protect the health of migrants, crisis affected populations and host communities, including cross-border communities.

3) Strengthening migrant sensitive health services:

- Contribute to strengthening MOH at national and sub-national level to enhance operational and technical capacity of equitable, migrant-friendly and comprehensive health care services for migrants, crisis affected and their surrounding host communities.

4) Strengthening Partnerships, networks and multi-country frameworks:

- Support MOH in strengthening multi-sectoral national, regional and international partnerships and coordination among government institutions, diaspora, migrant communities and civil society organizations in the country and abroad.

MOH will:

- 1) Assign a Migration Health Focal Point to work with IOM on joint activities and allocate adequate human resources from relevant departments, National Centers/programs for the management of the Migration Health Secretariat to be under the Department of Hospital and Services (DHS) , subject to available resources;
- 2) Identify priorities for cooperation and technical assistance related to the health of migrants in Cambodia as well as Cambodian migrants, their families staying behind, migration and displacement affected communities;
- 3) Determine the nature and scope of the technical assistance and support;
- 4) Facilitate and coordinate, through the Migration Health Focal Point with the relevant departments in MOH, other government departments, and other stakeholders to support the development and implementation of joint activities, including the development of a migration health policy;
- 5) Fully participate in the development of the annual operational work plan, activity planning, and implementation of project activities;

- 6) Assist IOM to obtain the necessary (legal) clearance to ensure the effective implementation of joint activities and subject to Kingdom of Cambodia laws in force at that time, to assist in obtaining tax exemptions and duty waivers in respect to the import and transportation of materials, equipment and vehicles, when necessary; and
- 7) Monitor and evaluate, in close coordination with IOM, the progress of the project under the guidance of the Minister of Health.

ARTICLE VI

IMPLEMENTATION OF THE MOU

MOH and IOM shall consult each other regularly on matters relating to this MOU.

ARTICLE VII

SUPPLEMENTARY ARRANGEMENTS

The MOH and IOM may enter into such supplementary arrangements for the purpose of cooperation and coordination, as may be found desirable.

ARTICLE VIII

CONFIDENTIALITY

All information including personal information which comes into the Parties' possession or knowledge in connection with this Agreement is to be treated as strictly confidential. No personal information shall be communicated to any third party without the prior written approval of the Party concerned. The Parties shall comply with the IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this MOU. The obligations under this Article shall survive the expiration or termination of this MOU.

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ARTICLE IX

INTELLECTUAL PROPERTY

Each Party retains the ownership and all rights in and to its copyrights, trademarks, name, logos and any other intellectual property. Either Party's use of the other Party's intellectual property is subject to the other Party's prior written approval. If such approval is given, the usage shall be on a non-exclusive basis and the Party using the intellectual property of the other Party shall strictly comply with the written instructions of the other Party and with its guidelines and specifications.

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from activities or projects under this Agreement shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

ARTICLE X

STATUS OF IOM

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

ARTICLE XI

DISPUTE RESOLUTION

1. Any dispute, controversy or claim arising out of or in relation to this MOU, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL

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Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.

3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
4. The present MOU as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present MOU, to the exclusion of any single national system of law that would defer the MOU to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of this MOU.

ARTICLE XII

ENTRY INTO FORCE, AMENDMENTS AND DURATION

1. This Agreement shall enter into force on the date of its signature by the duly authorized representatives of the two Parties. Upon its entry into force, both Parties will publicize it among their field and headquarters personnel.
2. This Agreement may be amended by mutual consent of the Parties. The proposed amendment should be made in writing to the other Party and shall enter into force upon its acceptance in writing by the two Parties.
3. Either of the Parties may terminate this Agreement by giving six (6) months' written notice to the other Party.

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IN WITNESS WHEREOF, the undersigned representatives of the Ministry of Health and of the International Organization for Migration have signed the present Agreement.

Signed this day of 28 June 2016

in Phnom Penh, Cambodia

Signatories



Name: **Prof. ENG HUOT**
Designation: **SECRETARY OF STATE**

International Organization for Migration



Name: **Dr. Leul Mekonnen**
Designation: **Chief of Mission**

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