



Date: 29<sup>th</sup> March 2012

Cambodia

Excellency,

**Subject: Memorandum of Understanding (MoU)**

We are pleased to forward you the Memorandum of Understanding (MoU) between UNDP and the Ministry of Information for the production of Equity Weekly Programme for Your Excellency review and signature.

This MoU is to provide a framework of cooperation and facilitate the joint co-production for a weekly current affairs programme entitled Equity Weekly. The Equity Programme Bureau will be assisted by UNDP staff under Strengthening Democracy Programme in Cambodia (SDP) with the goal to develop the capacity of TVK in creating sustainable, nationally owned Equity products. This MOU will be covered the period from January to December 2012.

We have enclosed two copies of the MoU for your signature. Please kindly return one copy to UNDP Cambodia for the record.

We would also like to take the opportunity to extend our thanks for your kind cooperation in the past year and wish you a very happy, prosperous and successful Khmer New Year.

Please accept, Excellency, the assurances of our high consideration.

A handwritten signature in blue ink, appearing to read 'Elena Tischenko', is written above the typed name.

Elena Tischenko  
Country Director

H.E. Mr. Khieu Kanharith  
Minister  
Ministry of Information

CC: H.E. Mr. Kem Gunawadh  
Director General of TVK  
Ministry of Information



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND  
THE MINISTRY OF INFORMATION**

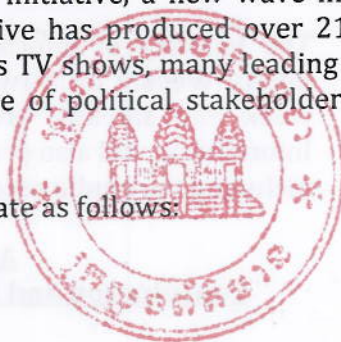
This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States and the Ministry of Information (hereinafter “MoInfo”), UNDP and the Ministry of Information are hereinafter jointly referred to as the “Parties”.

**WHEREAS**, UNDP serves in many respects as the operational arm of the United Nations at the Country level and works with partners in numerous countries to promote sustainable development, eradication of poverty, advancement of women, good governance and the rule of law.

**WHEREAS**, UNDP represented by UNDP Cambodia is interested in enhancing its development activities in capacity development of the TVK-Equity Bureau, on fair and balanced journalism, advanced journalistic techniques and technical production aspects.

**WHEREAS**, the parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts; this initiative has been a wonderful opportunity for TVK/MoInfo staff members to work under the umbrella of a semi-independent production unit. The initiative has created opportunities for the development of better information provision mechanisms at the Ministry of Information. This ensures a long-term impact of the initiative through the ownership by members within institutions such as the National Television of Cambodia (TVK). This initiative was launched in 2003 and then from 2006 to 2010 and pioneered in development of the Equity Programmes. The technical production arm of the initiative was launched in 2003 deemed a revolution in electoral broadcasting. In late 2006, under the UNDP’s SDEP project, current affairs programme entitled Equity Weekly was launched. Since then, Equity Weekly has continued to make strides and consolidates the view that the SDEP project has created in the equity programmes initiative, a new wave in political broadcasting in Cambodia. To date this initiative has produced over 211 highly informative and ground-breaking current affairs TV shows, many leading to policy shifts in the government and a better dialogue of political stakeholders on key issues of concern to the people of Cambodia.

**NOW, THEREFORE**, the Parties agree to cooperate as follows:





**Article I**  
**Purpose**

1.1 The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

This MoU will facilitate the joint co-production of a weekly current affairs programme entitled Equity Weekly. Subject to resource availability, this MOU will also facilitate the joint co-production of a daily electoral and political news programme that would be broadcast during the electoral campaign period of 2012. Both shows will be founded on the principles of fair and balanced journalism.

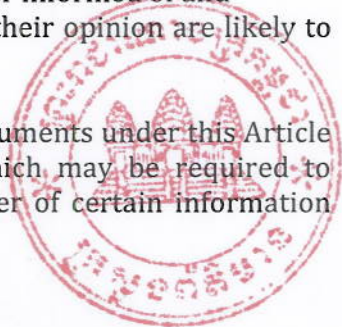
**Article II**  
**Areas of Cooperation**

2.1 The parties agree to cooperate in the following areas of activity:

- i) The Equity Programming Bureau will continue to operate within the Ministry of Information through which the UNDP-TVK initiative will be facilitated.
- ii.) The bureau will be staffed by dedicated personnel from the Ministry of Information as described below and work in accordance with *the Equity Code of Conduct and Guidelines* for the Media set out in the Regulations and Procedures. A total of seventeen (17) staff members are designated from Cambodia National Television (TVK) as described in the attached annex 1.
- iii.) The Equity Programming Bureau will be assisted by a team of UNDP staff under the *Strengthening Democracy Programme in Cambodia (SDP)* with the goal to develop the capacity of TVK and KPA Equity Bureau staff and to ensure sustainable and nationally owned Equity products.
- iv.) The Ministry of Information will continue to provide airtime for Equity Weekly on a twice-weekly basis at the same set time each week and satellite broadcasting once a week. The Ministry of Information will also provide facilities for the production of the show including the studio recording.

**Article III**  
**Consultation and Exchange of Information**

- 3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
- 3.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information



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and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the parties within the scope of this collaboration.

- 3.3 The parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.
- 3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

#### **Article IV** **Implementation of the MOU**

- 4.1 It is understood that all activities will be carried out on the basis of project documents agreed between UNDP and the concerned governments, and in accordance with the applicable UNDP regulations, rules and directives.
- 4.2 Neither party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU.
- 4.3 Each party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

#### **Article V** **Visibility**

- 5.1 The parties recognize that the cooperative arrangements should be Publicized and therefore agree to acknowledge the role and contribution of each organization in all public information documentation relating to instances of such cooperation and use each organization's name and emblem in documentation related to the cooperation in accordance with the current policies of each organization and subject to prior written agreement of each party.

#### **Article VI** **Term, Termination, Amendment**

- 6.1 The proposed cooperation under this MOU is non-exclusive and shall commence on the Effective Date, as defined in Article IX and ending on 31 December 2012, unless terminated earlier by either party upon two-months' notice in writing to the other party.
- 6.2 In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to



this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.

6.3 This MOU may be amended only by mutual written agreement of the Parties.

#### **Article VII** **Notices and Addresses**

7.1 Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP:

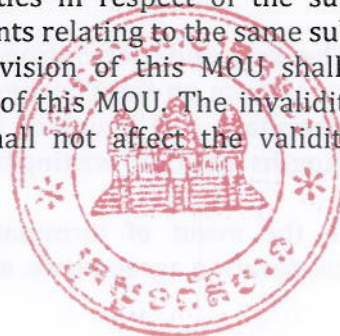
Elena Tischenko  
No. 53 Pasteur Street (Street51)  
Boeung Keng Kang I  
Phnom Penh, Cambodia.  
P.O.Box 877

For the Ministry of Information:

H.E. Khieu Kanharith  
#62, Preah Monivong Blvd.  
Sangkat Sras Chork, Khan Daun Penh  
Phnom Penh, Cambodia.

#### **Article VIII** **Miscellaneous**

8.1 This MOU and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of the MOU shall not affect the validity or enforceability of any other provision of the MOU.





**Article IX**  
**Entry into force**

9.1 This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into force and effect on the date January 2012 in which it is duly signed by both parties

**IN WITNESS WHEREOF**, The duly authorized representatives of the Parties affix their signatures below.

For UNDP

Signature: 

Name: Elena Tischenko  
Title: Country Director  
Place: UNDP Cambodia  
Date: 02/04/2012



For the Ministry of Information: *JE 303. INFO*

Signature: 

Name: H.E. Khieu Kanharith  
Title: Minister  
Place: Ministry of Information  
Date: 23 APR 2012





Annex1.

Staff members from Cambodian National Television (TVK)

	Names	Position
1.	Chey Sorphea	Deputy Director General/Chief editor
2.	Ouy Bounmy	Deputy Director general/Senior Journalist
3.	Yeng Seiha	Journalist coordinator/producer
4.	Khek Khemrath	Journalist/Producer
5.	Nem Sambo	Journalist/Producer
6.	Eng Ratha	Journalist/Producer
7.	Lun Va	Cameraman
8.	Kuy Ratha	Cameraman
9.	Aun Pheap	Cameraman
10.	Sok Sopheakra	Cameraman
11.	Yi Chivin	Cameraman
12.	Chea Sophal	Editor
13.	Samreth Sochetra	Editor
14.	Sam Sivinna	Editor
15.	Neang Sarom	Editor
16.	Nong Tourk	Presenter
17.	Khim Vuthy	Presenter

