

MEMORANDUM OF UNDERSTANDING

between

THE GOVERNMENT OF THE KINGDOM OF CAMBODIA

and

THE GOVERNMENT OF THE KINGDOM OF THAILAND

ON LABOUR COOPERATION

The Government of the Kingdom of Cambodia represented by the Ministry of Labour and Vocational Training, and the Government of the Kingdom of Thailand represented by the Ministry of Labour (hereinafter referred to jointly as the "Parties" and individually as a "Party").

- Respecting the principle of equality and mutual benefits;
- Desiring to enhance the distinguished relations between the Parties and the Parties' interest in strengthening their economic growth and promoting and developing of cooperation between the Parties in the field of labour;
- Sharing a common aspiration to promote sound labour policies and practices, to improve the capacities and capabilities of both countries, to enhance skills of manpower, social security and to strengthen transparency and efficiency in the sending and receiving process of workers between the two countries;
- Have agreed as follows:

Article 1

This Memorandum of Understanding will replace and supersede the Memorandum of Understanding between the Government of Kingdom of Cambodia and the Government of the Kingdom of Thailand on Cooperation in the Employment of Workers, 2003.

Article 2

For the purpose of the implementation of this Memorandum of Understanding (hereinafter referred to as "MOU") the competent authorities shall be:

- a) Ministry of Labour and Vocational Training on behalf of the Government of the Kingdom of Cambodia;
- b) Ministry of Labour on behalf of the Government of the Kingdom of Thailand.

Article 3

The Parties shall work towards the encouragement of technical cooperation between the two countries in the field of labour, as follows:

- a) Exchange of systems, programs, studies, expertise, research, studies and information on areas including (but not limited to) comparative labour and employment law and administration (e.g. collective bargaining, compliance and enforcement, resolution of labour disputes, social security and labour protection, rehabilitation, freedom of association, occupational safety and health, maritime work, unemployment insurance and management of foreign workers) and enhancing labour productivity;
- b) Encouragement of the exchange of visits between the personnel in charge and experts;
- c) Exchange of information for prevention of illegal recruiting of manpower and human trafficking for employment;
- d) Sharing of updated labour market information, laws, and job opportunities; especially for particular sector or job, as agreed by the Parties;
- e) Any other areas of cooperation agreed upon by the Parties in the field of labour.

Article 4

The Parties shall cooperate on skill development, knowledge and technical sharing in order to upgrade skill of manpower, and enhance labour productivity.

Article 5

The activities under Article 3 and Article 4 may be implemented through a variety of means, such as the exchange of best practices, information, manual and expertise; joint project, workshop and dialogue. The arrangement shall be agreed upon by the Parties subject to the national interests and available resources and on the case-by-case basis.

The Parties may agree to conclude separate agreements on any specific areas for the activities undertaken under Article 3 and Article 4.

Article 6

The Parties shall make efforts to enhance transparency and efficiency of the sending and receiving process for the workers from one country who intend to work legally in another country.

In the implementation of this MOU, the Parties agree to conclude the "Agreement on the Employment of Workers", setting out the implementing details of the sending and receiving process.

Workers employed under this MOU have the right to fair treatment in the workplace subject to national laws, regulations, and policies of the receiving country.

Article 7

In order to support the implementation of this MOU and the Agreement on the Employment of Workers set forth in Article 6, the competent authorities of the Parties may appoint officers to be the coordinators for each side.

Such officers, through the consultation with each side, may research, assist, coordinate, monitor and advise the sending and receiving process through engagement and collaboration with the key ministries and social partners as agreed by the Parties. The Parties shall facilitate the tasks of the officers.

Article 8

a) The Parties shall work out and agree on the implementation workplans of this MOU.

b) Each competent authority shall designate a national focal point at senior officials' level to facilitate communication between the Parties concerning this MOU.

c) The competent authorities of the Parties shall conduct meetings on the implementation of this MOU periodically for senior officials and once a year, on rotation basis for ministerial level and include key ministries in these meetings.

d) Each Party shall be responsible for the travel, accommodation and subsistence costs of its delegations and personnel resulting from the implementation of this MOU, including the meetings of the senior officials. The host Party shall facilitate the required local transportation for visiting delegations and for the logistical and secretarial costs pertaining to the meetings in the implementation of this MOU.

Article 9

Any difference arising out of the interpretation or implementation of this MOU and its related Agreement shall be resolved amicably through consultation and/or negotiation between the Parties.

Article 10

a) This MOU shall enter into effect on the date of the signature by the Parties.

b) This MOU shall remain in effect for five (5) years and may be renewed upon mutual consent. However, this MOU may be suspended or terminated by either Party if there is any justifiable reason and the termination shall take effect sixty (60) days following the date of written notice to the other Party.

c) This MOU shall remain effective during its ongoing renewal process unless one of the Parties requests for its termination.

d) Any amendment of this MOU may be made as agreed upon by the Parties through diplomatic channels.

e) The termination of this MOU shall not affect the validity and duration of any ongoing action plans, projects, programmes until the completion of such projects, and programmes.

f) The entry into force of this MOU shall not affect the validity and duration of any employment contract under the Memorandum of Understanding between the Government of the Kingdom of Cambodia and the Government of the Kingdom of Thailand on Cooperation in the Employment of Workers, 2003; until the completion of such contract.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this MOU.

DONE in duplicate at Bangkok, Thailand on this 19th day of December 2015, in the English language.

FOR THE GOVERNMENT OF
THE KINGDOM OF CAMBODIA

FOR THE GOVERNMENT OF
THE KINGDOM OF THAILAND

General



(Ith Samheng)

Minister of Labour and Vocational Training



(Sirichai Distakul)

Minister of Labour