

**Memorandum of Agreement  
between  
the Government of the Kingdom of Cambodia  
and  
the Southeast Asian Ministers of Education Organization  
on the Establishment of the  
SEAMEO Regional Centre for Technical Education Development in Cambodia  
(SEAMEO TED)**

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The Government of the Kingdom of Cambodia, hereinafter referred to as "the Government", and the Southeast Asian Ministers of Education Organization, hereinafter referred to as "SEAMEO",

Noting the Resolution of the Southeast Asian Ministers of Education Organization Council, hereinafter referred to as "SEAMEO Council 2016", to establish the Regional Centre for Technical Education Development in Cambodia, and in view of the willingness of the Government to host the SEAMEO Regional Centre for Technical Education Development, have agreed as follows:

**ARTICLE I  
DEFINITIONS**

In this Memorandum of Agreement, unless the context otherwise requires,

- (a) "SEAMEO Secretariat" means the Southeast Asian Ministers of Education Organization Secretariat;
- (b) "Centre" means the SEAMEO Regional Centre for Technical Education Development;
- (c) "Centre Seat" means the location and working place of the Centre;
- (d) "Centre Director" means the Director of the Centre and during his or her absence from duty, the officer acting on his or her behalf; and
- (e) "The Parties" means the Government and SEAMEO.

**ARTICLE II  
LEGAL STATUS OF THE CENTRE**

The Government recognizes the Centre as a subordinate body of SEAMEO. The Centre derives its juridical personality from the SEAMEO Charter and shall possess full capacity:

- (a) to contract; and
- (b) to institute legal proceedings.

**ARTICLE III  
PURPOSES AND FUNCTIONS**

1. The Centre aims to cater for the regional needs in promoting Technical Education Development and provide opportunities for cooperation in the field of Technical Education Development among SEAMEO Member Countries and Associate Member Countries. The Centre will help strengthen the relationship and increase mutual understanding between educational researchers, practitioners, and policy makers of the region, in a spirit of mutual respect and partnership.
2. The Centre is expected:
  - (a) to become a SEAMEO Regional Centre of Excellence for research and training on Technical Education Development, and to serve as a regional forum for educational policy development on Technical Education Development;
  - (b) to conduct cross-national comparative research on Technical Education Development; to explore definitions, concepts and practices of Technical Education Development from Southeast Asian research perspectives, particularly Southeast Asian contexts as

- compared to international contexts; addressing specific issues on Technical Education Development of the SEAMEO Member Countries;
- (c) to conduct training courses for educational personnel, trainers for teachers, and educational managers in the specialized area for the SEAMEO Member Countries;
  - (d) to act as a clearing house, information centre and think-tank for governments of the Member Countries on research-based educational reforms, especially across all sectors of education and training; and
  - (e) to become a focal point for strengthening linkage between Southeast Asia and beyond in promoting Technical Education Development.
3. To promote and carry out activities to achieve the aims of SEAMEO as laid down in the Charter.
  4. Without prejudice to the principle of non-profit making, the Centre may engage in approved income-generating activities.

#### **ARTICLE IV CENTRE SEAT**

The Government agrees

1. to place the Centre Seat in Siem Reap, Cambodia, and
2. to provide the Centre Seat at no cost to the Centre, and to support the Centre in the maintenance of the Centre Seat.

#### **ARTICLE V FUNDING OF THE CENTRE**

1.
  - a) For capital costs of the Centre, including the construction of Centre Seat: the funding will be arranged based on an investment project approved by an authorized body, allocated from state budget and other legal sources.
  - b) For regular operating costs of the Centre: funding is allocated from state budget and from the Centre's own income according to existing regulations for a public service unit.
2. SEAMEO, through the SEAMEO Secretariat, undertakes to raise the Special Funds for the implementation of the approved programmes and activities of the Centre;
3. The extent and details of the funding commitments of the Government and SEAMEO will be worked out and set forth in a separate agreement on operation and funding of the Centre based on the programmes and activities of each development plan of the Centre to be approved by the SEAMEO Council.

#### **ARTICLE VI IMMUNITIES AND PRIVILEGES**

1. The Centre
  - a) shall fulfill its obligation with regard to corporate tax, and be entitled to incentives in corporate tax in accordance with existing regulations of Cambodia's law on corporate tax.
  - b) Abiding by Cambodia's legal regulations, the Centre, as applied to a representative of an international organization based in Cambodia, is exempted from import tax, value added tax, other indirect taxes and other fees (including registration fees) on articles, equipment and other goods which are needed for the operations of the Centre, except:
    - (i) Goods subject to special consumption tax prescribed by Cambodia's laws;
    - (ii) Gifts and donations which are given by foreign organizations or individuals and have the value exceeding the level prescribed by Cambodia's laws on gifts and donations.

If the goods and articles imported under such exemption are used for other purposes, sold or transferred to individuals or organizations within Cambodia, they will be subject to the duties, taxes and fees prescribed by laws.

- c) The Centre is not exempted from charges for public utility services.
2. The expatriate officials and staff working for the Centre.
- a) For the expatriate officials and staff including the Centre Director who are citizens of the countries having signed an Agreement on Avoidance of Double Taxation with Cambodia, their income tax shall be governed by Cambodia's tax laws in accordance with the provisions of the Agreement. Otherwise, they shall be responsible for paying their income tax as regulated by Cambodia's laws.
  - b) Expatriate officials and staff are also exempted from import tax, value added tax, special consumption tax and registration fees on goods imported or bought in Cambodia as prescribed for administrative and technical staff of the representative offices of international organizations enjoying immunities and privileges in Cambodia, except:
    - (i) Goods subject to special consumption tax prescribed by Cambodia's laws;
    - (ii) Gifts and donations which are given by foreign organizations or individuals and have the value exceeding the level prescribed by Cambodia's laws on gifts and donations.

If the goods and articles imported under such exemption are used for other purposes, sold or transferred to individuals or organizations within Cambodia, they will be subject to the duties, taxes and fees prescribed by Cambodia's laws.

Property and equipment belonging to foreign officials and staff working for the Centre are allowed to export free of duties and taxes.
  - c) Cambodian officials and staff working for the Centre shall pay their personal income tax as regulated by Cambodia's law on personal income tax and other related legal documents.
  - d) Officials and staff working for the Centre are not exempted from charges for public utility services.

#### **ARTICLE VII IMPLEMENTATION**

A detailed plan of operations of the Centre shall be drawn up by the Centre Director, in accordance with the terms of this Agreement and as agreed by the Governing Board and the Ministry of Education, Youth and Sport of Cambodia and submitted to the SEAMEO Council for final approval.

#### **ARTICLE VIII AMENDMENT**

This Agreement may be amended in writing by mutual consent of the Parties. Any amendment to this Agreement shall come into force on the date agreed by the Parties and shall form as an integral part of this Agreement.

#### **ARTICLE IX SETTLEMENT OF DISPUTE**

Any dispute concerning the implementation and interpretation of the provisions of this Agreement shall be settled amicably through consultations and/or negotiations between the Parties.

**ARTICLE X  
ENTRY INTO FORCE, DURATION AND TERMINATION**

This Memorandum of Agreement shall enter into force on the date of signature and shall remain in force until terminated by either Party giving a notice in writing at least six months in advance to the other Party.

Done in duplicate in the English language, at the 49<sup>th</sup> SEAMEO Council Conference in Jakarta, Indonesia on 25 July 2017.

In witness whereof the undersigned, duly authorized representatives of the Government and of SEAMEO, have signed this Memorandum of Understanding.

For the Royal Government of the  
Kingdom of Cambodia



H E Dr Hang Chuon Naron  
Minister of Education, Youth and Sport

For the Southeast Asian Ministers of Education  
Organization (SEAMEO)



Dr Gatot Hari Priowirjanto  
Director, SEAMEO Secretariat

Witness



H E Prof Dr Muhadjir Effendy  
SEAMEO Council President and Minister of Education and Culture, Indonesia