



# **Memorandum of Understanding**

On

**MSME Digitization Coalition**

between

**The Idea Consultancy Co., Ltd  
(Organizing Representative)**

and

**Cambodia Women Entrepreneurs Association -  
(CWEA)**

## **Memorandum of Understanding** (“MOU”)

This Memorandum of Understanding is made and entered into on 23/06/2021 by and between:

**MSME Digitization Coalition**, an ad hoc group duly organized by The Idea Consultancy and the UNDP Cambodia. The representative of the contract being The Idea Consultancy (The Idea), having its registered office at #148 ABC, St. 63, Khan Daun Penh, Phnom Penh, Cambodia, hereinafter referred to as (“Organizer”).

Point of Contact: Sofia Perez

Position: Managing Principal

Contact Phone: +855 98 448 563 (Telegram)

Contact Email: [sofia@theideaconsultants.com](mailto:sofia@theideaconsultants.com)

Organization Registration Number: MOC-72002656

**Cambodia Women Entrepreneurs Association - CWEA**, a business Association duly organized and existing under the laws of Cambodia, having its registered office at 4th Floor, Room 486 Phnom Penh Center, Corner Sihanouk and Sothearos Blvd, Sangkat Tonle Bassac , Khan Chamkarmorn, Phnom Penh, Cambodia, Tel: +855-78 96 20 20, hereinafter referred to as (“CWEA”).

Point of Contact: Oknha. Keo Mom

Position: CWEA President

Contact Phone: +855 78 96 2020

Contact Email: [president@cweacambodia.org](mailto:president@cweacambodia.org) cc. [info@cweacambodia.org](mailto:info@cweacambodia.org) ;  
[ed@cweacambodia.org](mailto:ed@cweacambodia.org)

“CWEA” and “Organizer” may hereinafter be referred individually to as the “Party” and collectively referred to as the “Parties”.

WHEREAS “CWEA” and Organizer” wish to collaborate on activities to support the Cambodian MSME Sector through campaigning, capacity building, consulting and other support activities in accordance with the terms and conditions of this MOU;

NOW, THEREFORE, the Parties have mutually understood and agreed as follows:

### **Clause 1: Outline**

- 1.1 The coalition is a group of government bodies, small business associations, businesses, banks, fintech companies, e-commerce platforms and other groups

who have vested interest in a strengthened digital economy for the MSME sector in Cambodia. Coalition Members benefit from a neutral collaboration.

- 1.2 Coalition Members understand the collective duty of all players to act ethically, proactively and in good faith of the movement, MSMEs, consumers and community.
- 1.3 Coalition Members understand that shared efforts, resources and information ensure sustainable traction for developing digital commerce in the **MSME sector in Phnom Penh, Battambang and Siem Reap**.
- 1.4 The coalition is temporary and will end in **November 2021 after the 1,000 MSMEs** training recommendations are complete for policy advising and reporting, with an option for extension if needed.

## **Clause 2: Responsibilities of Parties**

### **2.1 Organizer's responsibilities are as follows –**

- 2.1.1 To acknowledge CWEA as a supporter. All communication materials related to CWEA must be sent to CWEA for approval before publication.
- 2.1.2 To inform CWEA through Coalition Channels including but not limited to meetings, instant messaging platforms and email over updates and information.
- 2.1.3 To share data and other information to CWEA for decision-making and mutual benefit.
- 2.1.4 To display CWEA on Coalition Channels and acknowledge their involvement.

### **2.2 CWEA's responsibilities are as follows –**

- 2.2.1 To join coalition meetings for discussion and feedback to assess data collected and recommend for policy advising, campaign decision-making and training curriculum and delivery advice.
- 2.2.2 To join campaigning activities such as joining interviews to support advocacy and putting posters at key locations.
- 2.2.3 To share Advocacy and Training Content on communication channels i.e) Facebook and Email Campaigns.
- 2.2.4 To support Campaign Activities such as events, roadshows and working group events.
- 2.2.5 To curate existing campaigns to adopt Advocacy Campaign Content for sharing.
- 2.2.6 To create content for training MSMEs i.e) create tutorials which MSMEs can follow to optimize use of e-commerce/marketplace/digital payment platforms.

- 2.2.7 To assist in White Paper Writing.
- 2.2.8 To discount goods and services on joint-sales campaigns for both MSMEs and Consumers to kick-start roadshow and campaign.
- 2.2.9 To assign trainers to assist with MSME digitization training to onboard onto digital payment and e-commerce platforms and build business and sales capacity.

### **Clause 3: Term and Termination**

- 3.1 This MOU is valid and effective for a term of 5 months starting from 23/06/21 till 15/11/21 subject to its extension to another period as mutually agreed by the Parties.
- 3.2 This MOU can be terminated by its expiry date. Neither Party is authorized to terminate this MOU before its due date unless otherwise mutually agreed and signed by both Parties.

### **Clause 4: Confidentiality**

- 4.1 Parties shall be required, in the event of written and prior authorization of the other Party, to maintain secrecy and not to disclose any confidential information, facts, knowledge, documents, prices or other materials related to this project campaign which “Organizer” and “CWEA” have communicated or provided to each other as confidential under this MOU.
- 4.2 The provisions of this Clause shall bind the Parties for a period of 5 months from the date of termination of this MOU or unless otherwise mutually agreed by Parties.

### **Clause 5: Governing Laws and Dispute Resolution**

- 5.1 This present MOU shall be governed and construed by the laws of the Kingdom of Cambodia.
- 5.2 Any discrepancy or dispute arising from this MOU between Parties hereto shall be amicably and peacefully resolved based on mutual faith and goodwill between Parties. If the Parties cannot find an amicable resolution within 15 working days, a Party may refer the dispute or discrepancy to be resolved at the competent courts of Cambodia.

### **Clause 6: Entire Understanding and Agreement**

This MOU represents the entire agreement and understanding between the Parties in relation to the MSME Digitization Coalition, any matter of this MOU and supersedes

all other agreements and representations made by either Party, whether oral or written in regards to the MSME Digitization Coalition. No modification of this MOU shall be binding upon either Party unless made in writing and executed by both Parties.

**Clause 7: Severability**

If any part of this MOU is found by a court of competent jurisdiction or other competent authority to be void or unenforceable, such provision shall be deemed deleted from this MOU and the remaining provisions of this MOU shall continue in full force and effect.

**Clause 8: Binding Agreement**

This MOU shall be binding upon the Parties and their authorized legal assigns and successors in title and obligations created by this MOU and shall continue to be valid and binding notwithstanding any change by amalgamation, reconstruction or otherwise (including but not limited to change of name) which may be made in the constitution of either party to this MOU.

**Clause 9: Assignment**

Either Party may not assign any rights under this MOU or transfer any of its obligations under this MOU without the prior written consent of the other Party.

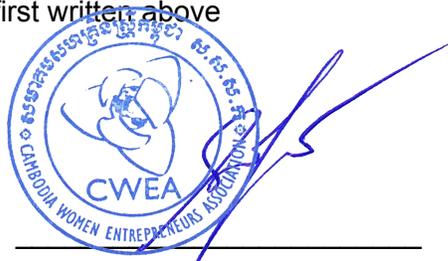
**Clause 10: Counterparts**

This MOU is being executed by the Parties in English in two original copies, one copy for each Party.

IN WITNESS WHEREOF, the Parties herein have caused this MOU to be executed by their respective authorized representatives as the date first written above



**Sofia Perez**  
MSME Digitization Coalition  
Represented by The Idea Consultancy



**Oknha. Keo Mom**  
President  
CWEA