







Memorandum of Understanding on The Field of Employment Injury Insurance Between Cambodia National Social Security Fund and Korea Worker's Compensation & Welfare Service

Cambodia National Social Security Fund of the Kingdom of Cambodia and Korea workers' Compensation & Welfare Service of the Republic of Korea, hereinafter referred to as 'Parties';

Seeking to realize the benefits of wider regional cooperation and involvement in relation to issues concerning their Employment Injury Insurance systems;

Recognizing the importance of cooperation for the strengthening of bilateral relation between both institutes;

Desiring to continue taking practical steps to enhance each institution's understanding of the other institution's system;

Pursuant to the prevailing laws and regulations in their respective countries;

Both Parties have agreed on the following understanding:

ARTICLE 1 Objectives

The Parties will cooperate on issues pertinent to the development of their Employment Injury Insurance systems in a manner which would mutually benefit both institutions, with a view in particular to:

a. developing a firm foundation for future relations between the two institutions:

b. promoting greater understanding of each other's Employment Injury Insurance system;

ARTICLE 2

Areas for Cooperation

(1) Priority will be given to activities aimed at fostering cooperation in the development of Employment Injury Insurance systems pertinent to:

- a. Benefit Management;
- b. Case Management;
- c. Information Technology Management;
- d. Rehabilitation Programs.
- (2) The parties may at any time agree to extend the areas of legal cooperation covered by this memorandum.

ARTICLE 3

Forms of Cooperation

- (1) Possible forms of cooperation include:
- a. the exchange of legal materials concerning the Employment Injury Insurance laws including legislation and related materials;
- b. the exchange of visits between relevant personnel including Employment Injury Insurance staff, academics, legal advisers, legislative drafters, legal practitioners and experts:
- c. the establishment and strengthening of appropriate contacts and other forms of cooperation :
- d. the development of collaborative education, training, join research and technology transfer;
 - e. joint planning and implementation of program and projects; and
 - f. interaction through meeting, conferences, and symposia.
- (2) The parties may at any time agree to alter the possible forms of cooperation covered by this Memorandum.

ARTICLE 4

Funding

- (1) The cost of cooperative activities will be funded as mutually determined by the parties in each activity.
- (2) All cooperative activities under this Memorandum will be subject to the availability of funds.

ARTICLE 5

Settlement of Differences

Differences arising out of the interpretation, operation and implementation of this Memorandum will be settled amicably through consultation or negotiation between the parties.

ARTICLE 6

Review and amendment

- (1) The operation and implementation of this memorandum will be subject to periodic review at times arranged between the parties.
- (2) Any amendment agreed to by the parties will be in writing and will form part of this memorandum and such amendment will come into effect on such a date as may be determined by the parties.

ARTICLE 7

Commencement and Termination

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- (1) This Memorandum will come into effect on the date of its signing.
- (2) This Memorandum may be terminated by either party by giving written notice to the other party and such termination will take effect six calendar months after the date of the written notice.
- (3) The termination of this Memorandum will not prejudice the completion, in accordance with their terms, of any ongoing project or activities under this Memorandum.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Memorandum of Understanding.

Signed at Phnom Penh on 13th SEPTEMBER 2010

Signed by

FOR CAMBODIA NATIONAL SOCIAL SECURITY FUND

FOR KOREA WORKERS' COMPENSATION & WELFARE SERVICE

OUK SAMVITHYEA Executive Director SHIN, YOUNG-CHUL President

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