

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

**THE GOVERNMENT OF THE KINGDOM OF
CAMBODIA**

**ON THE RECRUITMENT AND EMPLOYMENT
OF WORKERS**

THE GOVERNMENT OF MALAYSIA as represented by the Ministry of Human Resources **AND THE GOVERNMENT OF THE KINGDOM OF CAMBODIA** as represented by the Ministry of Labour and Vocational Training (hereinafter referred to singularly as “the Party” and collectively as “the Parties”),

BELIEVING that the employment of Workers from the Kingdom of Cambodia in Malaysia shall be an area of cooperation which is mutually beneficial to both Parties;

REALISING the need to establish a framework to facilitate the recruitment, employment and repatriation of Workers from the Kingdom of Cambodia;

SUBJECT to the domestic laws, rules, regulations, national policies and directives of each Party and within the limits of its competencies, jurisdiction and available resources,

HAVE AGREED as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Memorandum of Understanding:

“Contract of Employment” means the Contract of Employment entered into between the Employer and the Worker annexed as **Appendix A** in Article 4 of this Memorandum of Understanding.

“Employer” means a company incorporated under the laws of Malaysia or a sole proprietor or any person in Malaysia providing employment in Malaysia to Workers and who has been given approval by the Government of Malaysia to employ Workers.

“Worker” means a citizen of the Kingdom of Cambodia who is contracting or contracted to work in Malaysia for a specified period of

time as stipulated in the Contract of Employment, but does not include domestic servants as defined in the Employment Act 1955 [Act 265].

“Malaysian Recruitment Agency” (hereinafter referred to as “the MRA”) means a private employment agency licensed under the Private Employment Agencies Act 1981 [Act 246] and approved by the Government of Malaysia for the purposes of recruiting Workers.

“Cambodian Recruitment Agency” (hereinafter referred to as “the CRA”) means a Cambodian Recruitment Agency approved by the Government of the Kingdom of Cambodia for the purposes of recruiting Workers.

Words and expressions in the singular include the plural, and words and expressions in the plural include the singular.

ARTICLE 2 OBJECTIVE

The objective of this Memorandum of Understanding is to establish a framework on the recruitment, employment and repatriation of the Worker.

ARTICLE 3 IMPLEMENTATION

The Parties agree that the recruitment, employment and repatriation of the Worker shall be conducted in accordance with and subject to the terms of this Memorandum of Understanding and the domestic laws, rules, regulations, national policies and directives of each Party and within the limits of its competencies, jurisdiction and available resources.

ARTICLE 4
CONTRACT OF EMPLOYMENT

1. The Worker employed in Malaysia shall comply with all Malaysian laws, rules, regulations, policies and directives relating to employment in his/her conduct as a Worker and shall also work in Malaysia in accordance with the terms and conditions of the Contract of Employment as per **Appendix A** and subject to the approval of the relevant authority in Malaysia.
2. Any amendments to the terms and conditions of the Contract of Employment made by the Joint Working Group under **Appendix C** of this Memorandum of Understanding shall not affect or invalidate any existing Contract of Employment in force between the Employer and the Worker.

ARTICLE 5
RECRUITMENT CONDITIONS

The Government of the Kingdom of Cambodia shall ensure that the Worker who is selected for employment by the Employer shall fulfil the following conditions prior to their entry into Malaysia;

- i. not less than 18 years of age and not more than 45 years of age;
- ii. possesses the required qualifications and skills specified by the Employer;
- iii. possesses basic knowledge of Malaysian culture and social practices;
- iv. has successfully completed the pre-departure orientation in Cambodia;
- v. possesses the ability to communicate either in basic English and/or Malay language;

- vi. complies with the Malaysian immigration laws, rules, regulations, policies and directives;
- vii. complies with the Malaysian medical requirements for foreign workers;
- viii. does not possess any previous criminal records; and
- ix. any other requirements as may be determined by the Government of Malaysia from time to time.

ARTICLE 6 PERIOD OF EMPLOYMENT

The Worker is employed under this Memorandum of Understanding shall work in Malaysia -

- (a) for a specific period of time in accordance with the Contract of Employment as stated in **Appendix A**; and
- (b) subject to the terms and conditions of the Contract of Employment as per **Appendix A**.

ARTICLE 7 RESPONSIBILITIES

The Parties agree that the responsibilities of the Employer, Worker, MRA and CRA for the purposes of the implementation of this Memorandum of Understanding shall be in accordance with **Appendix B**.

ARTICLE 8 REPATRIATION

1. The Parties shall facilitate the repatriation of the Worker upon the termination of his/her Contract of Employment.

2. The Parties shall take appropriate action against the Employer or the MRA or the CRA or the Worker that contravene the provisions of this Memorandum of Understanding.

ARTICLE 9 JOINT WORKING GROUP

1. The Parties agree to establish a Joint Working Group comprising the relevant officials from the respective Parties dealing with labour, employment and such relevant matters to discuss any matter arising from the implementation of this Memorandum of Understanding.
2. The Joint Working Group shall implement this Memorandum of Understanding and shall use its best endeavours to perform the functions as set out in the terms of reference in **Appendix C**.
3. The Joint Working Group shall meet from time to time and determine venue and date of the meeting.

ARTICLE 10 FINANCIAL ARRANGEMENTS

1. The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding shall be mutually agreed upon by the respective Parties on a case-by-case basis subject to the availability of funds.
2. Notwithstanding anything in paragraph 1 above, expenses for organising the meetings of the working groups shall be borne by the Party hosting the meetings. The Party, which is sending its representatives for participation in the meetings of the working groups, if any, shall bear their own travel and living expenses.

ARTICLE 11
REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
2. Any revision, modification or amendment agreed to by the Parties shall be reduced in the writing and shall form part of this Memorandum of Understanding.
3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 12
SUSPENSION

1. Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.
2. The suspension of this Memorandum of Understanding shall not affect or nullify the Contract of Employment made between the Employer and the Worker prior the date of suspension of this Memorandum of Understanding.

ARTICLE 13
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE 14
CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. Both Parties agree that the provisions of this Article shall survive the expiry or termination of this Memorandum of Understanding.

ARTICLE 15
ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years.
2. This Memorandum of Understanding may be extended for a further period to be mutually agreed upon in writing by the Parties.
3. Notwithstanding anything in this Article, either Party may terminate the Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a

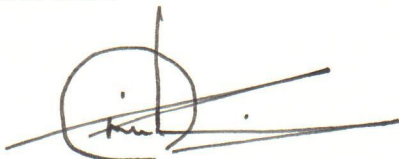
notice in writing through diplomatic channels, at least six (6) months prior to its intention to do so.

4. The Parties agree that the termination of this Memorandum of Understanding shall not affect or nullify the Contract of Employment made between the Employer and the Worker or any permit or pass or license granted prior to the date of termination of this Memorandum of Understanding.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed this Memorandum of Understanding.

DONE at **Kuala Lumpur** on this **10** day of **December** in the year **2015** in six (6) original copies, two (2) each in Malay, Khmer and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

**FOR THE GOVERNMENT OF
MALAYSIA**



Dato' Sri Richard Riot Anak Jaem
Hon. Minister of Human Resources
Malaysia

**FOR THE GOVERNMENT OF
THE KINGDOM OF CAMBODIA**



Ith Samheng
Hon. Minister of Labour and
Vocational Training
Kingdom of Cambodia

CONTRACT OF EMPLOYMENT

This **CONTRACT OF EMPLOYMENT** is made on this day..... month of 20..... between..... (hereinafter referred to as “the Employer”) of the one part and Passport No. (hereinafter referred to as “the Worker”) of the other part.

WHEREAS the Employer shall employ the Worker in accordance with the terms and conditions of this Contract of Employment and subject to the laws, rules, regulations, national policies and directives in Malaysia,

IT IS HEREBY AGREED as follows:

1. Duration of this Contract of Employment

The duration of this Contract of Employment shall be for a period of year(s) commencing on the day of arrival of the Worker in Malaysia until such time this Contract of Employment is terminated in accordance with the terms and conditions of this Contract of Employment.

2. Wages

2.1 The Worker shall receive a basic wage of RM..... (excluding allowances and overtime). This basic wage shall comply with the national minimum wage.

2.2 Wages shall be paid by the Employer on a monthly basis not later than seventh day of the following month.

2.3 The payment of the monthly wages shall be made through a bank account in the worker’s name.



3. Working Hours

Working hours shall be eight (8) hours per day in accordance with the labour laws in Malaysia.

4. Overtime

In the event the Worker, upon the request by the Employer, agrees to work in excess of his normal hours of work, the Worker shall be paid in accordance with the labour laws in Malaysia.

5. Rest Day

5.1 The Worker shall be entitled to one (1) rest day in each week.

5.2 In the event that the Worker, upon the request by the Employer, agrees to work on such rest day, the Worker shall be paid in accordance with the labour laws in Malaysia.

6. Public Holiday

6.1 The Worker shall be entitled to public holidays in accordance with the labour laws in Malaysia.

6.2 In the event the Worker, upon the request by the Employer, agrees to work on such public holiday, the Worker shall be paid in accordance with the labour laws in Malaysia.

7. Annual Leave

The Worker shall be entitled to annual leave in accordance with the labour laws in Malaysia.

8. Levy

The payment of levy is subject to the relevant laws, rules, regulations, national policies and directives applicable in Malaysia from time to time in force.

9. Medical and Accident Insurance

The Worker shall be insured under the Foreign Workers Compensation Scheme (FWCS) under the Workmen's Compensation Act 1952 [Act 273] and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA).

10. Deductions

The Employer is entitled to make deduction for not more than 50% in a month from the Worker's wages in the event of any monetary advance in accordance with the labour laws in Malaysia.

11. Accommodation

The Employer shall provide the Worker with reasonable accommodation with basic amenities.

12. Sick Leave

The Worker shall be entitled to a paid sick leave in accordance with the labour laws in Malaysia.

13. Renewal of Worker's Visit Pass (Temporary Employment)

13.1 The Employer shall renew the Worker's Visit Pass (Temporary Employment) three (3) months before the expiry date.

13.2 Any penalty or compound due to the failure of the Employer to do so shall be borne by the Employer.

14. Air Passage

The first travelling expenses from Cambodia to any agreed point of entry in Malaysia shall be borne by the Worker and the expenses from any agreed point of exit in Malaysia to Cambodia

shall be borne by the Employer upon completion of this Contract of Employment.

15. Repatriation

15.1 The repatriation cost of the Workers from their place of work to their original exit point in Cambodia shall be borne by the Employer under the following circumstances:

- (i) at the completion of this Contract of Employment;
- (ii) termination of this Contract of Employment by the Employer other than non-compliance of the terms and conditions of this Contract of Employment by the Worker; or
- (iii) termination of this Contract of Employment by the Worker due to non-compliance of the terms and conditions of this Contract of Employment by the Employer.

15.2 The Worker shall be responsible for all expenses relating to repatriation under other circumstances that are not mentioned in clause 15.1.

The term "original exit point" in this Contract of Employment shall mean Phnom Penh.

16. Termination

16.1 In the event the Employer intends to terminate this Contract of Employment, the Employer shall give two (2) months' notice of his intention to terminate such contract or two (2) months' wages in lieu of notice to the Worker, and shall provide air fare to Cambodia for the Worker.

16.2 In the event the Worker intends to terminate this Contract of Employment, the Worker shall give two (2) months' notice or indemnify two (2) months' wages in lieu thereof to the

Employer and the Worker shall bear the cost of air fare to Cambodia.

17. Restrictions

17.1 The Worker shall not participate in any political activities or activities of those connected with political organisations in Malaysia.

17.2 The Worker shall not change employment during this Contract of Employment's period and shall not carry out or do other business.

17.3 If the Worker is found by the competent authority concerned creating social problems or engages in any illegal, subversive or criminal activities, the Worker shall be dismissed from the job and shall be repatriated to Cambodia at Worker's own expenses.

17.4 In the event the Worker marries any person in Malaysia during the Worker's period of employment under this Contract of Employment, the Government of Malaysia reserves the right to revoke the Visit Pass (Temporary Employment) of the Worker.

18. Extension

The Employer and the Worker may agree that this Contract of Employment may be extended, subject to relevant laws, rules, regulations, national policies and directives relating to employment applicable in Malaysia and the approval from the Cambodian Recruitment Agency.

19. Safekeeping of the Passport

19.1 The Employer shall not keep the passport of the Worker in his custody.

19.2 The Worker shall carry the passport all the time. In the event that the Worker's passport is lost or damaged, the Worker shall bear all related expenses.

19.3 The Worker shall submit the passport to the Employer for the following purposes:

- (i) medical screenings;
- (ii) application of Visit Pass (Temporary Employment);
- (iii) application of Foreign Workers Identity Card ; and
- (iv) renewal of Visit Pass (Temporary Employment).

19.4 The passport shall be returned to the Worker upon completion of these purposes.

19.5 In the event that the Worker's passport is lost or damaged while in the custody of the Employer for the above mentioned purposes, the Employer shall bear all related expenses.

20. Foreign Worker Identity Card

The Employer shall ensure that each Worker receives the Foreign Worker Identity Card (I-Kad).

21. Outstanding Wages

In the event the Worker is to be repatriated before the expiry of this Contract of Employment, the Employer shall pay all outstanding basic wages and all other payments owed to the Worker subject to the relevant laws, rules, regulations, national policies and directives relating to employment applicable in Malaysia.

22. Amendment

The Employer and the Worker may amend this Contract of Employment to incorporate any other terms and conditions which shall be more favourable to the Worker.

23. Time is of the Essence

Time whenever mentioned shall be of the essence of this Contract of Employment.

24. Interpretation

In the event there is a conflict of interpretation between the English text and any text in other language used in this Contract of Employment, the English text shall prevail.

25. Laws

This Contract of Employment shall be subjected to the laws of Malaysia.

26. Succession

This Contract of Employment shall be binding on the successor in title, assigns, personnel or representatives of the parties hereto.

27. Language of this Contract of Employment

This Contract of Employment shall be prepared in six (6) original texts, two (2) each in Malay, Khmer and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

IN WITNESS WHEREOF the parties hereto have signed this Contract of Employment on the day and year mentioned at the beginning of this Contract of Employment.

.....
(Employer's Signature)

Name:
NRIC No.
Address:

.....
(Worker's Signature)

Name:
Passport No.
Emergency contact No.
(next of kin)

(Signature of Witness from Employer)

(Signature of Witness from Worker)

.....

Name:
Address:

.....

Name:
Address:

Handwritten signatures in blue ink, including a circular stamp and a signature that appears to be 'Ade'.

A. Responsibilities of the Employer

- (i) The Employer shall recruit the Worker through an authorised MRA to recruit the Worker in Cambodia through CRA which is approved by the Government of Kingdom of Cambodia. The Employer is also responsible for obtaining the approval of the relevant authorities in Malaysia for that purpose.
- (ii) The Employer shall pay the Worker's basic wages (excluding allowances and overtime) as agreed in the terms and conditions of the Contract of Employment. Wages shall be paid by the Employer on a monthly basis not later than seventh day of the following month. The payment of the monthly wages shall be made through a bank account. The basic wage shall comply with the national minimum wage in Malaysia.
- (iii) The Employer shall sign six (6) original texts of the Contract of Employment in Malaysia before the time of commencement of employment and provide all six (6) original texts to the Worker in Cambodia for his/her signature. Thereafter, the Employer shall be provided with three (3) original signed texts, one (1) each in the Malay, Khmer and English languages.
- (iv) The Employer shall be responsible for all the requirements relating to the entry and employment of the Worker in Malaysia;
- (v) The terms and conditions of the Contract of Employment must be clearly stated and must be fully explained, and understood by the Workers during selection exercise;
- (vi) The Employer shall be responsible for the following payments:

- (a) security deposits as required by the Immigration Department of Malaysia;
 - (b) processing fees;
 - (c) Visit Pass (Temporary Employment);
 - (d) insurance under the Foreign Workers Compensation Scheme (FWCS), and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA); and
 - (e) medical examination.
- (vii) The Employer may advance such payment and shall be allowed to deduct not more than 50% from the Worker's monthly wages for all types of deductions to recover such advances. The amount and duration of deduction must be clearly stated in the separate agreement between the Worker and the Employer.
- (viii) The Employer shall be responsible to receive the Worker upon arrival at the entry point in Malaysia within 24 hours upon arrival.
- (ix) The Employer shall ensure that the Worker undergo medical examination as follows:
- (a) within thirty (30) days from the date of arrival of the Worker in Malaysia;
 - (b) once every year for the first two years of employment; and
 - (c) as required by the Government of Malaysia for the subsequent years of employment.
- (x) The Employer shall renew the Workers' Visit Pass (Temporary Employment) three (3) months before the expiry date. Any penalty or compound due to the failure of the Employer to do so shall be borne by the Employer.
- (xi) The Employer shall ensure that each Worker receives the Foreign Worker Identity Card (I-Kad).

- (xii) The Employer shall at all times respect and pay due regards to the sensitivity of religious beliefs of the Worker.
- (xiii) The Employer shall provide the Worker with reasonable accommodation with basic amenities.
- (xiv) The Employer shall undertake that the Worker shall be employed for the purpose of duties specified in the Visit Pass (Temporary Employment).
- (xv) The Employer shall furnish to the Malaysian Labour Department particulars of the Worker including the Worker's dependent within fourteen (14) days from the commencement of the employment.
- (xvi) The repatriation cost of the Workers from their place of work to their original exit point in Cambodia shall be borne by the Employer under the following circumstances:
 - (a) at the completion of the Contract of Employment;
 - (b) termination of the Contract of Employment by the Employer other than non-compliance of the terms and conditions of the Contract of Employment by the Worker; or
 - (c) termination of the Contract of Employment by the Worker due to non-compliance of the terms and conditions of the Contract of Employment by the Employer.

B. Responsibilities of the Worker

- (i) The Worker shall sign the Contract of Employment and retain a copy of such contract.
- (ii) The Worker shall be responsible for the payment of any charges imposed subject to the relevant laws, rules and regulations in Malaysia.

- (iii) The payment of levy is subject to the relevant laws, rules, regulations, national policies and directives applicable in Malaysia from time to time in force.
- (iv) The Worker shall bear all expenses incurred in Cambodia in accordance with the Cambodian laws.
- (v) The Worker shall bring along a copy of the medical examination report and to be shown upon request at the entry point. All medical examination and procedures shall be governed by the terms and conditions determined by the Ministry of Health of Malaysia.
- (vi) In the event the Worker marries any person in Malaysia during the Worker's period of employment under this Contract of Employment, the Government of Malaysia reserves the right to revoke the Visit Pass (Temporary Employment) of the Worker.
- (vii) The Worker shall be responsible to produce the I-Kad to any enforcement agency whenever required as the identity document for the Worker during his stay in Malaysia.
- (viii) The Worker shall abide by all Malaysian laws, rules, regulations, policies and directives and respect Malaysian traditions and customs during their stay in Malaysia.
- (ix) The Worker shall be responsible for all the expenses relating to repatriation under any circumstances other than:
 - (a) at the completion of the Contract of Employment;
 - (b) termination of the Contract of Employment by the Employer for reasons other than non-compliance of the terms and conditions of the Contract of Employment by the Worker; or
 - (c) termination of the Contract of Employment by the Worker due to non-compliance of the terms and

conditions of the Contract of Employment by the Employer.

- (x) The Worker shall request approval from the CRA for the extension of the Contract of Employment agreed between the Worker and the Employer.

C. Responsibilities of the Malaysian Recruitment Agency (MRA)

- (i) The MRA shall ensure that the Worker provided to the Employer fulfil the specification as required by the Employer.
- (ii) The MRA shall be responsible for the arrangement of the entry of the Worker upon arrival at the entry point in Malaysia and thereafter.
- (iii) The MRA shall be responsible to ensure that the terms and conditions of the Contract of Employment are fully explained and understood by the Worker respectively.

D. Responsibilities of the Cambodian Recruitment Agency (CRA)

- (i) The CRA shall be responsible in providing potential Worker according to the Employer's specification to be interviewed or selected by the Employer.
- (ii) The CRA shall conduct the interview if authorised by the Employer.
- (iii) The CRA shall facilitate the Worker to obtain the necessary travel documents and to arrange for medical check-up at the designated medical centre accredited by the Ministry of Health of Cambodia.
- (iv) The CRA shall be responsible to ensure that the terms and conditions of the Contract of Employment are fully explained and understood by the Worker during the selection exercise.

- (v) The CRA, upon request by the Worker, shall approve extension of the Contract of Employment agreed between the Worker and the Employer.

TERMS OF REFERENCE FOR THE JOINT WORKING GROUP FOR THE IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF MALAYSIA AND THE GOVERNMENT OF THE KINGDOM OF CAMBODIA ON THE RECRUITMENT AND EMPLOYMENT OF WORKERS

I. Introduction

In accordance with Article 9 of the Memorandum of Understanding between the Government of Malaysia and the Government of Kingdom of Cambodia on the Recruitment and Employment of Workers signed at ..., Malaysia on 20xx (hereinafter referred to as “–Memorandum of Understanding”), the Government of Malaysia and the Government of the Kingdom of Cambodia agreed to establish a Joint Working Group (hereinafter referred to as “the JWG”). The establishment of the JWG would provide a forum for coordination and consultation between officials of both Parties to provide solutions on matters concerning the recruitment, employment and repatriation of Workers in Malaysia.

II. Objective

To ensure appropriate and effective implementation of the Memorandum of Understanding.

III. Principles

1. The work of the JWG shall be conducted in the spirit of cooperation for the purpose of recognizing the interest of both Parties.
2. To promote the right and the protection of both the Employers and the Workers in Malaysia, as agreed in the Memorandum of Understanding and the Contract of Employment.

IV. Role and Functions

1. To monitor the implementation of the Memorandum of Understanding.
2. To monitor the implementation of any programme regarding the recruitment, employment and repatriation of the Workers.
3. To monitor and obtain information with regard to employment issues faced by the Workers and the Employers.
4. To provide advisory services and technical assistance on the employment of Workers.

5. To perform any other tasks as may be assigned to it by both Parties.
6. To deliberate on issues consequential to the exercise of Article 12 of the Memorandum of Understanding prior, during and after the suspension of the Memorandum of Understanding and to propose for both Parties to discuss on alternative solutions or remedial actions due to the suspension of the Memorandum of Understanding.
7. To propose any amendment, variation or modification to the terms and conditions of the Contract of Employment and any items listed in the attached appendices to the Memorandum of Understanding, provided that the amendment, variation or modification made to any appendix to the Memorandum of Understanding will only take into effect upon the agreement by both Parties through diplomatic channels.

V. Office

Each Party shall designate an office within its relevant authorities that shall serve as contact point with the other Party.

VI. Membership

1. The JWG shall be co-chaired by the officials of both Parties.
2. The JWG shall comprise of appropriate government authorities, including the Embassy of Malaysia in Cambodia and the Embassy of Cambodia in Malaysia.
3. Each Party shall determine the relevant government authorities respectively to be the members of the JWG and particular government authority to be designated as the focal point for each Party.

VII. Meetings

1. The JWG shall convene at least two (2) meetings per year.
2. Regular meetings of the JWG shall be held alternately in Malaysia and Cambodia.
3. As and when appropriate, the JWG may hold additional meetings at a venue to be agreed upon by both Parties.
4. When necessary, the JWG shall convene meetings as instructed by both Parties.

VIII. Documentation

All records of the JWG shall be in English.

IX. Financial Arrangement

The cost for hosting the JWG and sending government officials to attend the JWG meetings shall be borne by the respective Parties individually.

X. Amendment

1. The terms of reference may be reviewed and amended by mutual consent by the JWG and subject to the endorsement by both Parties.

2. In the event the JWG decides to amend any terms and conditions in the Contract of Employment or any item listed in the Appendices attached to the Memorandum of Understanding, such amendment shall have no effect unless and until it is agreed by the Parties.