

KINGDOM OF CAMBODIA

Nation Religion King



General Commissariat of National Police



E Security Services Co., Ltd.

MEMORANDUM OF UNDERSTANDING

Collaboration in the Field of
Centralized Security Information Services

Between

E Security Services Co., Ltd. (ESS)

And

General Commissariat of National Police
Ministry of Interior of Cambodia

Phnom Penh, 16th November 2012

Article1
Relationship and Cooperation

1. This cooperation means “joint operations” on security services, but does not mean to capitalize or as a joint venture.
2. The relationship and cooperation on the centralized security information services aims at improving the security protection, public orders in conformity with the rule of law of the kingdom of Cambodia.
3. This cooperation on the centralized security information services is to mutually support in order to gain the respective advantages.

Article2
**Conditions on Deployment of Security Information Services and
Scope of Cooperation**

1. General Commissariat of National Police of Ministry of Interior of Cambodia (hereafter Party ‘A’) authorizes E Security Services Co., Ltd. (hereafter Party ‘B’) as the exclusive security information provider in the Kingdom of Cambodia for ten (10) years.
2. Party ‘B’ prepares for and maintains, secretly, security information systems to the areas that both parties can agree upon. However, the installation of the security information system at customer’s locations must follow customer’s will.
3. There are three stages in this deployment and each stage represents the following scopes;
 - a. “Trial” in the first stage starts from 01st /December /2012 to 28th/ February/2013 for three (3) months period,
 - b. “Local Deployment” in the second stage will start from 01st /March/2013 to 28th/February/2016 for another three (3) years and/or for another three thousand (3000) sites wherever reaches first, after successful completion of the first stage of “Trial” projects, and
 - c. “Expanded Deployment” in the third stage is going to start from 01st/March/2016 to 28th/February/2023 after successful evaluations from the second stage of “Local Deployment” toward a nationwide deployment.
(Note: Timing of evaluations should be determined mutually between Party ‘A’ and Party ‘B’ after the second “Trial” stage.)
4. Party ‘A’ has the rights to command and conduct security actions on the basic of information provided from the security information system by Party ‘B’.
5. Party ‘A’ provides guidance and advices for changes of better security actions associated with security information.
6. Party ‘B’ has to copy one set of document related to agreement between Party ‘B’ and its customers or security companies to Party ‘A’ as reference.

Article3
Roles, Duties and the Responsibilities of Both Parties

1- Party 'A'

- Assigns appropriate personnel to be a responsible person with whom Party 'B' can work and this person (or a group of team) should have authority to command security operations provided by security information system across the nation.
- Be ready to provide appropriate security interventions to all offenses occurring in the compound covered by services provided by Party 'B' if needed.
- Supports people, private security companies, and organizations to use Party 'B''s security information system services.
- In case there is the proposal made by Party 'B', Party 'A' shall send their professional police officers to join trainings if required.
- Provides the facilitation to Party 'B' in order to access the ability to strengthen and to extend the centralized security information services preceding more accuracy.
- Checks and evaluate the chosen skilled-personnel working in security center made by Party 'B'.
- Assigns its expert officer to standby in security information center with Party 'B'.

2- Party 'B'

- Is the supplier of services by "the centralized security information" to people and organizations who are willing to use this service.
- Party 'B' has to ask for approval from Party 'A' before sharing security information to the third party.
- Providing with systems including hardware and software of its own properties, to companies of private security services with contract with Party 'B' as well as locations having service contract with Party 'B'.
- Responsible for all the expense of the installation, maintenance, repair, and changing of spare parts of all installed equipments and security equipments that are going to be installed in future at target area of Party 'A'.
- Provides services to target areas of Party 'A' and responsible for the expense of internet fee needed by security equipments as well.
- Providing with documents and trainings about how to use the system to a team assigned by Party 'A'.
- Providing with helps and supports upon request by the assigned team during all across the three stages.
- Must provide accurate and timely security information to Party 'A' with its technologies and products.
- Builds the central system site in General Commissariat of National Police compound so that party 'A' is easy to manage or control and takes action to respond for any emergent tasks effectively.
- Responsible in front of Cambodian laws for any information leakage and any images that affect social security and public orders.
- Must provide a detail revenue-report to Party 'A' every three months (quarter of the year).

Article4
Financial Benefit

- Party 'B' agrees to pay Party 'A' with 1% (One percent) of its sales revenues and 1% (One percent) of sale income. And this payment is processed every three months (Quarter of the year).
- Party 'B' agrees to provide working-report to Party 'A' every three months (Quarter of the year).
- If necessary, both parties can renegotiate about the rate of above financial benefit.

Article5
Changes during the Execution of the MOU

1. During the MOU's execution, both parties have to inform each other in order to make any changes of this MOU. The points in the MOU needed to be rectified should be taken to discuss carefully together and should be kept in the annexes of the existing MOU.

Article6
Legal Procedures for MOU Solution

In order to facilitate for the better cooperation and to figure out either all difficulties or other disputes eventually occurring during the execution of this MOU, both parties have agreed with all aspects of resolution via in place police officials and monitoring unit assigned by General Commissariat of National Police.

Article7
The Termination of the MOU

1. The validity of this MOU will have its validity of ten (10) years; however, both parties will meet again to discuss on the renewal of this MOU mandate.
2. Party 'A' has the rights to terminate this MOU in case Party 'B' does not follow all the conditions as stated in this MOU.
3. Signed at Phnom Penh on 16th November 2012, made into two languages (02 copies of Khmer version, and 02 copies of English version) of equal validity, and coming into effect from this day of signature made by the two parties.

Any disputes arose concerning the interpretation of this MOU can be solved by consultation between the two parties.

REPRESENTATIVE OF PARTY 'B'


TAKEHARU

Mr. Tom MIZUKOSHI
Director of E SECURITY SERVICES Co., Ltd.

REPRESENTATIVE OF PARTY 'A'



Pol. Lt. Gen. Mao Chandara
Deputy Commissioner General