



Memorandum of Understanding

This Memorandum of Understanding is made between the Extraordinary Chambers in the Courts of Cambodia (ECCC) as one party, and Transcultural Psychosocial Organization (TPO) as the other party, together hereinafter referred to as the Parties.

Whereas, the ECCC wishes to provide initial psychosocial support to persons who appear before the Co-Prosecutors, the Co-Investigating Judges the Chambers or any other office of the ECCC or persons being interviewed by the Lawyer for the charged person or accused.

Whereas, the ECCC does not currently have staff to undertake this function.

Whereas, TPO has the expertise and staff necessary to undertake this function, and has agreed to do so without cost to the ECCC.

The Parties hereby agree as follows:

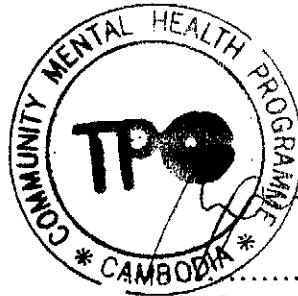
1. TPO will, upon request by the ECCC, come to the premises of the ECCC, or at any other site where a person is appearing before the Co-Prosecutors, the Co-Investigating Judges, the Chambers or any other office of the ECCC or a person being interviewed by the Lawyer for the charged person or accused, and provide initial psychosocial support to such persons. In order to undertake their functions pursuant to this Memorandum of Understanding, TPO staff members will be provided with access to suitable office space in the ECCC courthouse, if required.
2. TPO agrees that such services will be provided to the ECCC free of any charge.
3. Without prejudice to any order the Co-Investigating Judges or the Chambers may make on the matter, the Parties agree to respect the strict confidentiality of all information acquired as a result of providing psychosocial support to persons appearing before the Co-Prosecutors, the Co-Investigating Judges, the Chambers or any other office of the ECCC or persons being interviewed by the Lawyer for the charged person or accused. This clause shall continue to bind after the termination of this Memorandum of Understanding.
4. TPO agrees that the advice they provide to persons appearing before the Co-Prosecutors, the Co-Investigating Judges, the Chambers or any other office of the ECCC or persons being interviewed by the Lawyer for the charged person or accused is strictly limited to psychosocial support, and will not include any opinion or advice on giving evidence or testimony or the content of that evidence or testimony.
5. TPO agrees that the services provided pursuant to this Memorandum of Understanding are on a non-exclusive basis, and do not impede upon the right of TPO to engage in follow-up counselling not covered by this Memorandum of Understanding.
6. TPO shall not make any commitment or undertake any obligation that binds the ECCC.

7. TPO shall not use the logo or symbol representing the ECCC without express prior written consent.
8. TPO shall seek prior written approval from the ECCC before writing any publication relating to the services rendered pursuant to this Memorandum of Understanding.
9. Any party is entitled to withdraw from this Memorandum of Understanding upon written notification, which shall be submitted to the other party ninety (90) days in advance.

Seen and Approved by:



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H.E. Sean Visoth
Director of the Office of Administration
ECCC
Date: 30/05/08



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Dr. Sotheara Chhim
Managing Director of TPO
Transcultural Psychosocial Organization
Date: 30 05. 2007