

Kingdom of Cambodia
Nation Religion King



Memorandum of Understanding

Between

**National Committee for Sub-National Democratic Development
Secretariat**

and

Family Health International (FHI 360)

on

**The Implementation of the Social Accountability Framework
for Sub-National Democratic Development**

September, 2021

Memorandum of Understanding
Between
National Committee for Sub-National Democratic Development
Secretariat
and
Family Health International (FHI 360)
on
The Implementation of the Social Accountability Framework
for Sub-National Democratic Development

Part 1
Preamble

“Whereas” The National Committee for Sub-National Democratic Development (NCDD) Secretariat intends to allow an international non-governmental organization namely Family Health International (FHI 360) to undertake activities to contribute to social development and serving the public interest by cooperating with ministries and institutions of the Royal Government of Cambodia and the sub-national administration.

“Whereas” The Family Health International (FHI 360) whose headquarters is in the United States and has an office branch in Phnom Penh is an international non-governmental organization undertaking non-profit activities, as described in the accompanying Family Health International (FHI 360) statute documents.

“Whereas” that Family Health International (FHI 360) agrees to comply with the Laws on Associations and Non-governmental Organizations and regulations of Cambodia.

For the purposes of signing this MoU, the NCDD Secretariat and Family Health International (FHI 360) have agreed to the followings:

Part Two

Key Content of the Implementation of Social Accountability Framework

Article 1. The Implementation of Social Accountability Framework Phase II (2019-2023)

The implementation of Social Accountability Framework (I-SAF) phase II (2019-2023) was developed in close collaboration between the NCDD Secretariat (NCDDS), Development Partners and NGOs under the National Program Framework for Sub-National Democratic Development. Social accountability is an integral element of governance arrangements and is a process of constructive engagement between citizens and sub-national administrations through which public decision-making and action takes place. It includes all those activities in which citizens and their representatives can advocate for their interests (voice) and thereby check the performance of councils, officials and service providers of Communes/Sangkat, Education (Primary Schools), and Health (Health Centers), District, Municipality and Khan and other services in line with the transfer of functions and resources to Sub-National Administration.

Article 2. The Purpose of the MoU

This MoU aims to define responsibilities, and establishing collaboration between both parties, NCDDS and FHI 360 to implement activities of social accountability strategic in target areas as specified in Annex 1 and annual work plan and budget as specified in Annex 2 and Annex 3 of this MoU.

Family Health International (FHI 360) will seek funding to support the implementation of Social Accountability Framework in the target areas identified in Annex I and expect to expand to new target areas and new services in parallel with the implementation of Social Accountability Framework for Sub-National Democratic Development Phase II (2019-2023). Target areas may be updated annually, based on agreement from both parties.

Part Three

NCDD Secretariat's Responsibilities

Article 3.

To provide instructions to the concerned sub-national administration within the target areas regarding the terms of this MoU.

Article 4.

To provide training to Councils, Commune/Sangkat Administrations, health and education officials, other sectors specified within the target areas regarding the I-SAF concept, tools and process I-SAF and in particular principles of good governance and downward of accountability, the

respective roles and responsibilities of the relevant sub-national administration and demand side to uphold the above principles and in supporting the implementation of I-SAF in target areas.

Article 5.

To support Sub-National Administration to provide Information for Citizens (I4Cs) posters and booklets to the target areas with technical guidance or thorough orientation on how they are to be produced, displayed and used in the I-SAF process.

Article 6.

To collaborate providing orientation training on I-SAF to focal persons of NGO partner which to ensure the alinement of on-going training delivery to NGO partner trainers at each capital/provincial and municipal/district/khan targets.

Article 7.

Periodically monitor the performance and meaningful participation of the sub-national administration, commune/Sangkat councils, health officials, education officials, and other officials sectors in order to ensure that information dissemination to citizens and the multi-sector scoring process (service providers and citizens) of I-SAF process are being implemented in accordance with I-SAF cycle and I-SAF supply side operational guidelines.

Article 8.

To prepare and share on semester and annual progress reports of the Social Accountability implementation according to the agreed report format as in annex 4.

Article 9.

To facilitate and provide technical support to supply side for efficiency and effectiveness of the implementation of Social Accountability from year to year in the target areas.

Part 4

Family Health International (FHI 360)'s Responsibilities

Article 10.

Family Health International maintains a neutral stance on all political parties and fully complies with the Law on Associations and Non-Governmental Organizations (LANGO), regulations of the Kingdom of Cambodia, and does not allow its staffs to participate in any activities that may have an impact on the peace, stability and security of public order or cause any harm to national security, national unity, culture, tradition, religion and custom of Cambodian society.

To participate in only activities that have been authorized to serve social welfare and public interests. Do not make a profit, do not participate in all political activities by adhering to humanitarian and social development goals.

Article 11.

To provide guidance to its FHI 360 staffs and NGO partners which have signed contract with FHI 360 regarding the terms of this MoU.

Article 12.

To provide trainings to FHI 360's NGO partners on Social Accountability concepts, tools, processes, principles of good governance and downward flow of accountability; and the importance of citizen participation; as well as the roles/responsibilities of the relevant sub-national administration, NGO partners and citizens in the Implementation of Social Accountability Framework phase II.

Article 13.

To provide financial support to FHI 360's NGO partners for implement Social Accountability activities.

Article 14.

Periodically monitoring and evaluation on FHI 360 and NGO partners implementation to ensure that the Social Accountability activities are being implemented fully participation from Sub-National Administration, and are in accordance with ISAF demand side operational guidelines.

Article 15.

To prepare and share with NCDDDS and Sub-National Administration of the MOU and annual work plan of FHI 360 and NGO partners in order to ensure well support and coordination in the implementation activities of NGO partners.

Article 16.

To prepare and share on semester and annual progress reports of the Social Accountability implementation to NCDDDS in 30 days of calendar year according to the agreed report format as in annex 4.

Article 17.

Closely collaborate with ministries, institution at national level and Sub-National Administration of supply side for the efficiency and effectiveness of the implementation of Social Accountability Framework from year to year in the target areas.

Part 5
Technical support and Coordination

Article 18.

As necessary, both parties shall organize ordinary meetings to facilitate on I-SAF process of the with the following purposes:

- To review the progress and challenges in the I-SAF implementation;
- To identify priority issues and seek solutions collaboratively;
- To discuss and agree on improve implementation process and tools raised by both parties.
- To discuss and agree upon room for improvement in the implementation process raised in order to include in future implementation plans.
- To discuss other issues related to the implementation of social accountability.

Part 6
Final Provisions

Article 19.

The Executive Director or Country Representative of FHI 360 or any other officially appointed representative of this organization shall be recognized to act on behalf of FHI 360 with the NCDD Secretariat after MOU have been signed.

Article 20.

FHI 360 can suspend its activities by notifying the NCDD Secretariat in writing at least 60 (sixty) days in advance; and shall prepare a final project progress report and financial report as mentioned in Article 15 of this MOU.

Article 21.

The NCDD Secretariat can terminate this MOU, in case of FHI 360 does not implement in accordance with the content of the MOU or if FHI 360 commits any activities that may have an impact on security, stability and public order or cause any harm to national security, national unity, culture, tradition, religion and custom of Cambodian society.

Article 22.

In case, FHI 360 does not comply with Articles 10 and 15 of the MOU, NCDD Secretariat must notify in writing allowing for 30 (thirty) days to comply with activities outlined in these two

Articles. If not following this notify, the NCDD Secretariat must issue a warning letter by giving another 30 days to comply with. If still not complying, the NCDD Secretariat will issue a letter to terminate this MOU.

Article 23.

This MOU can be terminated by either party after notifying to another party in writing within 30 days.

Article 24.

This MoU shall be effective when signed by both parties and shall remain in effect until the end of year 2023 and can be renewed upon agreement from both parties. The validity of this MOU will be automatically terminated after the expiry date.

This MOU can be amended at some point upon written agreement of both parties.

The request of MOU renewal can be made within 60 days in advance before the expiration date.

Article 25.

This MOU is made in two original copies in Khmer and English, with both versions having equally authentic, which shall be archived by both parties.

Signature/stamp		
Name	<u>NGAN CHAMROEUN</u>	<u>Seng Sopheap</u>
Occupation	<u>Head of NCDD</u>	<u>Country Representative</u>
Date	<u>21-09-2021</u>	<u>21-09-2021</u>

Annex 1 - A

Target areas to be covered in 2022 under MoU between NCDDS and Family Health International (FHI 360)

NO	Target Province/ Phnom Penh Capital	Municipal/Khan	Sangkat		Total Primary School		Total Health Center		NGO partners	Funding Source
			Total Sangkat	Target Sangkat	Total Primary school	Target Primary school	Total Health Center	Target Health Center		
1	Banteay Meanchey	Serey Sophorn	7	7	29	14	8	8	Phnom Srey Organization for Development (PSOD)	U.S Agency for International Development (USAID)
		Poi Pet	3	3	38	6	4	4		
		Total	2	10	10	67	20	12		
2	Siem Reap	Siem Reap	12	12	52	24	11	11	Reproductive and Child Health Alliance (RACHA)	
		Total	1	12	52	24	11	11		
3	Battambang	Battambang	10	10	36	20	7	7	AMARA	
		Total	1	10	36	20	7	7		
4	Kampong Chhnang	Kampong Chhnang	4	4	8	8	2	2	Star Kampuchea	
		Total	1	4	8	8	2	2		
5	Kandal	Ta Kmao	10	10	10	24	5	5	Advocacy Policy Institute (API)	
		Total	1	10	10	24	5	5		
6	Kampot	Kampot	5	5	12	12	3	3	Cambodian Civil Society Partnership (CCSP)	
		Total	1	5	12	12	3	3		
7	Phnom Penh Capital	Chbar Ampov	8	8	20	20	8	8	Youth Council of Cambodia (YCC)	
		Preaek Phnov	5	5	13	13	5	5		
		Total	2	13	13	33	33	13		13
Grand Total		9	64	64	220	141	53	53	7 NGO partners	
Target for implementation Social Accountability on service of Municipal, District and Khan Administration										
1	Kampong Chhnang	Kampong Chhnang	Social Accountability implementation on municipal administration service					Star Kampuchea	U.S Agency for International Development (USAID)	
2	Battambang	Battambang	Social Accountability implementation on municipal administration service					AMARA		
3	Kampot	Kampot	Social Accountability implementation on municipal administration service					Cambodian Civil Society Partnership (CCSP)		

Note: The target area for 2022 in the table might be change in case there is any expansion for next year project implementation according to agreement of both parties. The implementation social accountability at Municipal, District and Khan level will start in 2022 for three target municipalities of Kampong Chhnang, Battambang and Kampot.

Annex 1 - B

Target areas to be covered in 2023 under MoU between NCCDDS and Family Health International (FHI 360)

NO	Target Province/ Phnom Penh Capital	Municipal/Khan	Sangkat		Total Primary School		Total Health Center		NGO partners	Funding Source
			Total Sangkat	Target Sangkat	Total Primary school	Target Primary school	Total Health Center	Target Health Center		
1	Banteay Meanchey	Serey Sophorn	7	7	29	14	8	8	Phnom Srey Organization for Development (PSOD)	U.S Agency for International Development (USAID)
		Poi Pet	3	3	38	6	4	4		
		Total	2	10	10	67	20	12		
2	Siem Reap	Siem Reap	12	12	52	24	11	11	Reproductive and Child Health Alliance (RACHA)	
		Total	1	12	52	24	11	11		
3	Battambang	Battambang	10	10	36	20	7	7	AMARA	
		Total	1	10	36	20	7	7		
4	Kampong Chhnang	Kampong Chhnang	4	4	8	8	2	2	Star Kampuchea	
		Total	1	4	8	8	2	2		
5	Kandal	Ta Kmao	10	10	10	24	5	5	Advocacy Policy Institute (API)	
		Total	1	10	10	24	5	5		
6	Kampot	Kampot	5	5	12	12	3	3	Cambodian Civil Society Partnership (CCSP)	
		Total	1	5	12	12	3	3		
7	Phnom Penh Capital	Chbar Ampov	8	8	20	20	8	8	Youth Council of Cambodia (YCC)	
		Preaek Phnov	5	5	13	13	5	5		
		Total	2	13	13	33	33	13		13
Grand Total		9	64	64	220	141	53	53	7 NGO partners	
Target for implementation Social Accountability on service of Municipal, District and Khan Administration										
1	Kampong Chhnang	Kampong Chhnang	Social Accountability implementation on municipal administration service						Star Kampuchea	U.S Agency for International Development (USAID)
2	Battambang	Battambang	Social Accountability implementation on municipal administration service						AMARA	
3	Kampot	Kampot	Social Accountability implementation on municipal administration service						Cambodian Civil Society Partnership (CCSP)	
4	Banteay Meanchey	Serey Sophorn							Phnom Srey Organization for Development (PSOD)	
5		Poi Pet								

6	Siem Reap	Siem Reap		Reproductive and Child Health Alliance (RACHA)	
7	Kandal	Ta Kmao		Advocacy Policy Institute (API)	
8	Phnom Penh	Chbar Ampov		Youth Council of Cambodia (YCC)	
9	Capital	Preaek Phnov			

Note: The target area for 2023 in the table might change in case there is any expansion for next year project implementation according to agreement of both parties.

Annex 2

Budget plan for implementation in 2022-2023

No.	Activity	Amount of budget		
		Total	2022	2023
	Component 1: Access to information and open budget	\$ 348,608.00	\$ 174,499.00	\$ 174,109.00
	Component 2: Citizen Monitoring	\$ 638,767.00	\$ 319,381.00	\$ 319,386.00
	Component 3: The implementation Joint Accountability Action Plan (JAAP)	\$ 49,330.00	\$ 23,444.00	\$ 25,886.00
	Component 4: Capacity building to NGO partner and community accountability facilitators	\$ 45,400.00	\$ 22,700.00	\$ 22,700.00
	Component 5: Management and Monitoring	\$ 90,650.00	\$ 47,325.00	\$ 43,325.00
	Others (Social Accountability technology tools and IEC materials)	\$ 25,000.00	\$ 12,500.00	\$ 12,500.00
	Grand Total	\$ 1,197,755.00	\$ 599,849.00	\$ 597,906.00

Annex 3

Annual Work Plan and Budget Plan for Implementation in 2022

No.	Activity	Target area	Amount of budget		Source of budget	Operation organization	NGO partner	2022														
			Total	2022				1	2	3	4	5	6	7	8	9	10	11	12			
Component 1: Access to information and open budget			\$174,499	174,499																		
1	Disseminate Information for Citizens	Municipality/Khan: Ta Kmao, Kampot, Kampong Chhnang, Siem Reap, Poi Pet, Serey Sophom, Battambang, Chbar Ampov and Preaek Phnov	\$174,499	\$174,499	USAID	FHI 360	NGO partner	x	x	x												
Component 2: Citizen Monitoring			\$319,381	\$319,381																		
1	Community Scorecard and interface meetings	Municipality/Khan: Ta Kmao, Kampot, Kampong Chhnang, Siem Reap, Poi Pet, Serey Sophom, Battambang, Chbar Ampov and Preaek Phnov	\$319,381	\$319,381	USAID	FHI 360	NGO partner				x	x	x	x								
Component 3: The implementation Joint Accountability Action Plan (JAAP)			\$23,444	\$23,444																		
1	Disseminate Joint Accountability Action Plan (JAAP)	Municipality/Khan: Ta Kmao, Kampot, Kampong Chhnang, Siem Reap, Poi Pet, Serey Sophom, Battambang, Chbar Ampov and Preaek Phnov	\$8,806	\$8,806	USAID	FHI 360	NGO partner										x	x	x			

2	Conduct Joint Accountability Action Plan Committee meetings	Municipality/Khan: Ta Kmao, Kampot, Kampong Chhnang, Siem Reap, Poi Pet, Serey Sophom, Battambang, Chbar Ampov and Preaek Phnov	\$14,638	\$14,638	USAID	FHI 360	NGO partner													x	x	x	x	x
Component 4: Capacity building to NGO partner and community accountability facilitators			\$22,700	\$22,700																				
1	Train to NGO partner staffs	Kahn Chbar Ampov and Kahn Preaek Phnov, Phnom Penh Capital	\$6,000	\$6,000	USAID	FHI 360	FHI 360	x																
2	Train to Community Accountability Facilitators	Municipality/Khan: Ta Kmao, Kampot, Kampong Chhnang, Siem Reap, Poi Pet, Serey Sophom, Battambang, Chbar Ampov and Preaek Phnov	\$16,700	\$16,700	USAID	FHI 360	NGO partner	x	x						x									
Component 5: Management and Monitoring			\$47,325	\$47,325																				
1	Conduct coaching and monitoring by ISAC staff	Municipality/Khan: Ta Kmao, Kampot, Kampong Chhnang, Siem Reap, Poi Pet, Serey Sophom, Battambang, Chbar Ampov and Preaek Phnov	\$18,800	\$18,800	USAID	FHI 360	FHI 360	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
2	Conduct coaching and monitoring by NGO staff to community accountability facilitators	Municipality/Khan: Ta Kmao, Kampot, Kampong Chhnang, Siem Reap, Poi Pet, Serey Sophom, Battambang, Chbar	\$28,525	\$28,525	USAID	FHI 360	NGO partner	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x

		Ampov and Preaek Phnov																		
Others (Social Accountability technology tools and IEC materials)			\$12,500	\$12,500																
1	Other (Social Accountability technology tools and IEC materials)	Municipality/Khan: Ta Kmao, Kampot, Kampong Chhnang, Siem Reap, Poi Pet, Serey Sophom, Battambang, Chbar Ampov and Preaek Phnov	\$12,500	\$12,500	USAID	FHI 360	FHI 360	x	x	x							x	x	x	
Grand Total			\$599,849	\$599,849																

Annex 4

Content of semester and yearly report

1. Introduction
2. Progresses
3. Challenges and Resolutions
4. Financial Status
5. Requestion and Recommendations
6. Conclusion