

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE KINGDOM OF CAMBODIA
AND
THE GOVERNMENT OF AUSTRALIA,
RELATING TO
THE SETTLEMENT OF REFUGEES IN CAMBODIA**

The Government of the Kingdom of Cambodia and the Government of Australia herein after referred to as the “Participants”

wishing to build on their existing strong and cordial relations:

Preamble

Noting that:

- the Participants are States parties to the 1951 Convention Relating to the Status of Refugees and its 1967 Protocol (Refugees Convention), and believe that refugee protection is enhanced through committed international cooperation;
- the Participants share a longstanding bilateral relationship of cooperation on migration and in combating transnational crime including under the *Memorandum of Understanding between the Government of the Kingdom of Cambodia and the Government of Australia concerning Mutual Cooperation in Combating Irregular Migration, People Smuggling and Trafficking*, signed by the Participants on 4 March 2002 (2002 MOU); and
- the *Memorandum of Understanding between the Republic of Nauru and Commonwealth of Australia, Relating to the Transfer to and Assessment of Persons in Nauru, and Related Issues*, signed on 3 August 2013, records the understanding that Australia will assist the Republic of Nauru to settle Refugees in a third safe country;

Recalling:

- that at the Fourth Ministerial Conference of the Bali Process on People Smuggling, Trafficking and Related Transnational Crime (Bali Process) held in Indonesia on 29-30 March 2011, Ministers agreed to regional cooperation as an effective way for interested states to reduce irregular migration in the region, undermine the people smuggling model, and find durable solutions for Refugees, including resettlement within and outside the region;

Recognising:

- the Sub-Decree No. 224 of Cambodia on Procedure for Recognition as a Refugee or Providing Asylum Rights to Foreigners in the Kingdom of Cambodia dated 17 December 2009 (Sub-Decree No. 224);
- in addition to the Participants’ strong bilateral cooperation on migration and transnational crime and related matters, the importance of practical international cooperation to increase protection and settlement opportunities for Refugees; and

- the Government of the Kingdom of Cambodia will provide safe and permanent settlement opportunities for Refugees from the Republic of Nauru, based on humanitarian spirit;

have come to the following common understandings:

Interpretation

1. In this Memorandum of Understanding (MOU) "Refugee" means a person defined as a refugee in the Refugees Convention.

Objectives

2. Through this MOU the Participants will:

- a. expand protection opportunities and durable solutions for Refugees in the Asia-Pacific region;
- b. build on the joint cooperation under the 2002 MOU, including the development of enhanced capacity in Cambodia;
- c. demonstrate the importance of regional cooperation on Refugees' settlement in accordance with the Refugees Convention; and
- d. further broaden cooperation under the Bali Process.

Operation of this MOU

3. Settlement of Refugees will be undertaken in accordance with the Kingdom of Cambodia's domestic laws.

Persons to be settled in Cambodia

4. The Kingdom of Cambodia will offer permanent settlement to persons who:

- a. have undergone a refugee status determination process in the Republic of Nauru and have been determined to be a Refugee, and meet the entry and settlement requirements of the Kingdom of Cambodia,
- b. have been provided with further information by Cambodian competent officials on living conditions, customs, tradition, culture and religion of the Kingdom of Cambodia; and
- c. voluntarily accept an offer of settlement as evidenced by written consent, and who travel to the Kingdom of Cambodia voluntarily.

5. The number of Refugees settled, and the timing of their arrival into Cambodia under this MOU, will be subject to the consent of the Kingdom of Cambodia.

6. The Operational Guidelines for the Implementation of the MOU (Operational Guidelines) are attached to this MOU. The Operational Guidelines will be revised in writing by mutual consent of the Participants as necessary.

Status of Refugees settled in Cambodia

7. The Kingdom of Cambodia will facilitate the lawful entry of Refugees who accept an offer under clause 4 of this MOU.

8. The Kingdom of Cambodia will grant Refugees settled under this MOU permanent residence status, with all of the rights and obligations of permanent residency in accordance with Sub-Decree No. 224.

9. The Kingdom of Cambodia will treat all Refugees settled under this MOU in accordance with its obligations under the Refugees Convention.

Settlement arrangements

10. The Government of Australia will assist the Kingdom of Cambodia to establish appropriate arrangements and assistance for Refugees settled under this MOU, in accordance with the following principles:

a. Refugees will be assisted to re-establish their lives so that they become self-sufficient;

b. the level and type of support provided to each Refugee will be tailored to their needs;

c. services and treatment will be commensurate with local community standards;

d. the temporary accommodation of Refugees will be in Phnom Penh. The settlement services for the integration of Refugees into the Cambodian community under this MOU will be delivered at a location outside of Phnom Penh; and

e. health insurance will be provided to Refugees as set out in the Operational Guidelines.

11. The Government of Australia will provide additional development assistance within the agreed bilateral development priorities, including to ensure benefits to local communities where Refugees are settled, as further determined by both Participants.

12. The Government of Australia will bear the direct costs of the settlement arrangements as mutually determined between the Participants in accordance with the principles in clause 10 of this MOU.

Co-operation

13. The Participants will work closely with the United Nations High Commissioner for Refugees (UNHCR) in line with UNHCR's supervisory responsibility under the Refugees Convention and Sub-Decree No. 224.

14. This MOU may be amended or revised in writing by mutual consent of the Participants.

15. Communications concerning the day-to-day operation of activities undertaken in accordance with this MOU will be between the Ministry of the Interior of the Kingdom of Cambodia and the Australian Department of Immigration and Border Protection, with activities to be reviewed as part of the Australia-Cambodia Immigration Forum.

16. Any dispute arising with respect to the interpretation or implementation of this MOU will be settled amicably through consultation between the Participants.

17. This MOU will come into effect on the date of signature by both Participants and will remain in effect for an initial period of four years. The MOU may be terminated by either Participant six months after written notice.

In witness whereof, the undersigned, being duly authorised, have signed this MOU.

Done at, on, in two originals in Khmer and English, each text being equally authentic. In case of any divergence of interpretation, the English text will prevail.

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

**FOR THE GOVERNMENT
OF AUSTRALIA**

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OPERATIONAL GUIDELINES
FOR
THE IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING
ON
SETTLEMENT OF REFUGEES IN CAMBODIA

The Government of the Kingdom of Cambodia and the Government of Australia are herein after referred to as the “Participants”.

1. The Operational Guidelines are designed for implementing the *Memorandum of Understanding between the Government of the Kingdom of Cambodia and the Government of Australia* (the MOU).
2. The Participants decide to facilitate the settlement of Refugees from the Republic of Nauru into Cambodia on a voluntary and permanent basis.

Settlement Application Process

3. In accordance with clause 4 of the MOU, Cambodia will consider a list of names of Refugees, and relevant documents of individual cases, including: personal information, health background, records of interview and refugee status determination, to determine eligible Refugees to be settled in Cambodia and will share a copy of those documents with the office of the United Nations High Commissioner for Refugees (UNHCR) in Cambodia, in accordance with Sub-Decree No. 224 of Cambodia on Procedure for Recognition as a Refugee or Providing Asylum Rights to Foreigners in the Kingdom of Cambodia dated 17 December 2009 (Sub-Decree No. 224).
4. Australia will be responsible for the cost of the travel of Cambodian officials to the Republic of Nauru to provide information on living conditions, customs, traditions, culture, and religion of Cambodia to the Refugees who may be settled.
5. In accordance with clause 4 of the MOU, Refugees who wish to be settled in Cambodia will provide their written consent in a settlement application form.
6. While the Refugees are waiting to travel to Cambodia, any decision of Refugees to withdraw their consent in the settlement application form will result in that Refugee not being resettled under the MOU. All travel to Cambodia will be voluntary, in accordance with clause 4.c of the MOU.
7. Australia will bear the costs of Refugees traveling to Cambodia to be settled under the MOU, including charges associated with landing, parking, ground handling, and other associated services. Cambodia will facilitate the arrival processes.

Reception Process

8. Cambodia will facilitate the Refugees’ reception process at the point of entry into Cambodia.
9. Cambodia will assist Refugees with the entry formality, including visa exemption, at the point of entry.
10. Cambodia will assign relevant officials to transport the Refugees to the temporary accommodation.

Temporary Accommodation

11. Cambodia will issue each Refugee with a Refugee Recognition Certificate (Prakas), Refugee resident card, and Refugee identity card, in accordance with Sub-Decree No. 224.
12. Cambodia will provide necessary support and security to the Refugees at the temporary accommodation.
13. Cambodia will develop the orientation programs to provide preliminary relevant information on living conditions, important places, working conditions, and domestic laws.
14. Refugees will be provided with introductory Khmer language training which is conducive for person-to-person communication, integration, and future self-reliance.
15. In accordance with clause 12 of the MOU, Australia will cover the expenses for transport of Refugees from the airport to the temporary accommodation, the provision of temporary accommodation, daily meals, clothes, health services, translation, security services, and other basic needs.
16. Refugees will be accommodated in temporary accommodation until they have achieved basic Khmer language skills and have passed a medical examination.
17. During the stay at temporary accommodation in Cambodia, the rights of Refugees for movement inside the country will not be prohibited.

Settlement and Integration

18. The Participants will collaborate in finding a location outside of Phnom Penh for the delivery of services for the settlement of Refugees.
19. Cambodia will facilitate the arrangement of documents for Refugees, in conformity with Sub-Decree No. 224, and international conventions relating to Refugees, including travel documents.
20. Cambodia will provide the required documentation to allow Refugee children the opportunity to access public education, and the opportunity for adult Refugees to obtain jobs.
21. In accordance with clause 12 of the MOU, Australia will be responsible for the costs of the Refugees' settlement services, which may include:
 - a. Package for their daily subsistence,
 - b. Package for language and vocational training, materials and loans for starting a small business,
 - c. Package for basic needs at the temporary accommodation, food, clothes, and accessories,
 - d. Package for private accommodation after integration,
 - e. Health services, and
 - f. Other services as consented by the two Participants.

Settlement services will be provided for 12 months from the date of departure from temporary accommodation of each Refugee. Following the first 12 months, an assessment will be made on a case-by-case basis of any further need for settlement services.

22. In addition to settlement services, Australia will be responsible for the cost of health insurance for the Refugees, commensurate with local community standards, for a period of five years from the date of departure from temporary accommodation of each Refugee.

Rights and Obligations of Refugees and Cambodia

23. In accordance with clause 8 of the MOU, Refugees will have the rights and obligations stipulated under Sub-Decree No. 224 and international conventions relating to the Refugees, including the Refugees Convention.

24. In accordance with paragraph 23 of these Operational Guidelines, rights afforded to Refugees will include but are not limited to:

- a. Rights as enjoyed by other regular migrants including:
 - applying for Khmer nationality through naturalization,
 - rights to apply for jobs and running businesses,
 - rights to guarantee dependent family members to reside in Cambodia as regular migrants.
- b. Refugees will not be expelled against their will to other countries.

25. Within 12 months of the date of departure from temporary accommodation of each Refugee, Australia will help facilitate the process of voluntary repatriation of the Refugees under the MOU to their country of nationality, or to another country where the Refugee has a right to enter and reside, as consented or requested by the Refugee.

Information Agent

26. The Department of Refugees of the General Department of Immigration of Cambodia will be the focal point for the Refugees.

27. In accordance with paragraph 21 of these Operational Guidelines, the Participants and their service agents will assess each Refugee's situation of settlement, health condition, education, labour, and the integration process, to ensure the successful integration of Refugees into the Cambodian community.

Financial Arrangement

28. Australia will provide capacity building and necessary assistance to Cambodian officials to support the successful implementation of the MOU, as mutually determined between the Participants.

29. Australia will provide additional development assistance within the agreed bilateral development priorities, including to ensure benefits to local communities where Refugees are settled under the MOU, and as further mutually determined between the Participants.

Cooperation

30. To ensure the success and efficiency of implementing the MOU, the Participants decide that implementation will be carried out step-by-step adapted to the ability of Cambodia to handle the settlement and integration of Refugees into the Cambodian community.

31. These Operational Guidelines will be subject to revision upon mutual consent in writing and where deemed necessary by the Participants.

32. The Participants will meet to exchange information at any schedule and venue as determined by the Participants.