

## LETTER OF AGREEMENT

This document states the terms of agreement of;

### **Agir pour les Femmes en Situation Precaire – Cambodia (AFESIP)**

# 62CEo, Street # 598, Boeung Kak 2, Tuol Kork, Phnom Penh, Cambodia

As the beneficiary for funds raised by;

### **Lotus Culture Ltd.**

108 Cairnhill Road, Singapore 229698.

## **1. Parties This Agreement Concerns**

### **A) Agir pour les Femmes en Situation Precaire – Cambodia (AFESIP)**

# 62CEo, Street # 598, Boeung Kak 2, Tuol Kork, Phnom Penh, Cambodia

Post Office Box: 2089, Phnom Penh-3, Cambodia

Telephone/ Fax Number: +855 23 884 123 Fax: +855 23 884 123

Web: [www.afesip.org](http://www.afesip.org)

Founder and President: Ms. Somaly Mam

AFESIP Contact

Chhoeurth SAO – Executive Director and CEO

[technicalcoord@afesip.org](mailto:technicalcoord@afesip.org)

+ (855) 12 888 840

### **Legal nature of the organisation**

Local Non Governmental Organization

Date of incorporation: Letter from the Co-Minister in charge of the Cabinet of the Council of Ministers N°454,  
18th April 1996

Letter from the Ministry of Interior N°449, 17th June 1997

MoU with the Ministry of Women's Affairs, 27th August 2002

Ministry of Social Affairs Veteran and Youth Rehabilitation, 29th August 2002

Ministry of Health, 28th April 2006

Ministry of Vocational Labour and Training, <Date being confirmed>

### **Organizational goal**

To provide and develop in Cambodia, an appropriate response to the causes and consequences of trafficking for sexual exploitation of women and girls.

### **Organizational objectives**

- To develop and optimize prevention, assistance, rescue, repatriation, rehabilitation and reintegration of women and girls who have been victims of trafficking for sexual exploitation
- To work with the Cambodian government in order to strengthen and encourage their involvement in fighting trafficking and helping victims
- To implement and materialize the regional network to fight against trafficking of human beings

### **B) Lotus Culture Ltd.**

Registered Address : 108 Cairnhill Road, Singapore 229698

Phone Contact : +65 67351278

Website : [www.lotusculture.com](http://www.lotusculture.com)

Directors & main contact details:-

Sylvia Lee                      [lee.sylvia@lotusculture.com](mailto:lee.sylvia@lotusculture.com) / [Sylvia@actsys.com](mailto:Sylvia@actsys.com)

Woon Lai-Har                      [woon.laihar@lotusculture.com](mailto:woon.laihar@lotusculture.com) / [laihar2005@gmail.com](mailto:laihar2005@gmail.com)

Lee Pak-Kheng                      [lee.pakkheng@lotusculture.com](mailto:lee.pakkheng@lotusculture.com)

***Legal Charity Registration:- To be confirmed  
Mission Statement in relation to AFESIP***

To provide financial and non-financial support to assist AFESIP in achieving its organisational objectives.

***Goals & Objectives***

- a. To provide victims of human trafficking for sexual exploitation with life skills for successful re-integration to society.
- b. To provide treatment to victims of human trafficking for sexual exploitation for their psychological and physical trauma and pain.
- c. To provide employment opportunities to help victims to create sustainable livelihoods for themselves.

**2. Purpose of Agreement**

The aim of this agreement (hereinafter referred to as the "Agreement") is to define the conditions and modalities whereby Lotus Culture Ltd. (hereinafter referred to as 'Funding Party') will provide AFESIP - CAMBODIA (hereinafter referred to as 'Beneficiary Party') with financial aid for the purposes of conducting the projects operating to meet the above stated objectives, and to govern the terms for the entire duration of the Agreement.

The agreement is based on existing letters of agreements which the Beneficiary Party holds with other Funding Parties and also under Singaporean law which is where the Funding Party is registered though fundraising will take place regionally.

**3. Duration**

This Agreement is concluded for 3 (three) years, and will come into force as from the date of its signing. If changes take place within the 3 year period then terms can be discussed and updated if necessary and agreed upon fully by both parties.

**4. Agreement on projects for funding**

- a) The Funding Party has stated that they wish to support the psychology and counselling departments, education projects and the development of a social enterprise. Therefore the Beneficiary Party can request funding on projects that fall into either of these three programs including salary, training, materials and resources and operational costs.
- b) The management team of the Beneficiary Party has full control of the strategies, activities and resources required by the organisation to successfully meet its objectives. The Funding Party is welcome to make suggestion as to projects/resources it may wish to fund but cannot actively fund raise for a project until the Beneficiary Party has agreed it will conduct the project/ utilise the resources in writing.
- c) For transparency purposes, the Funding Party will create a 'Funding Request' document. The Beneficiary Party will need to complete and submit the Funding Request document with full details on why the funding is required, where, on what and how it will be spent including a basic budget outline.
- d) Projects, fund requests, fund raising method and the timing of financial aid shall be agreed in writing by both Parties before any fund raising or public communication commences The Funding

Party anticipates that financial aid would only commence some four months after fund raising commences.

- e) For transparency purposes, the Beneficiary Party will produce and e-mail/mail official receipts for any funds that it receives from the Funding Party including an outline of where the money has been/will be spent. The budget plan detailing the costs and the description of resource will be signed and sent to the Funding Party.

## **5. Payment procedures for the financial aid**

The financial aid will be paid by bank transfer into the account of the Beneficiary Party. As detailed above, a receipt of funds statement will be created and e-mailed/mailed to the Funding Party.

## **6. Obligations of the Funding Party**

### **6.1 Regarding the purpose of funds raised**

- a) The Funding Party agrees to direct all of the funds it raises to the Beneficiary Party included within this agreement only. Should the Funding Party wish to begin raising funds for an additional organisation(s), they will discuss this with the Beneficiary Party in advance and review their communications and website information accordingly to ensure that this fact is clearly communicated to any of their current donors or members of the public learning about their organisation.
- b) The Funding Party agrees to be fully transparent with its supporters, members and donors about where their funding is going. In accordance with section 4, any projects which the Funding Party is asking people to donate towards will be formally agreed upon with the Beneficiary Party before any fund raising or public communication takes place.
- c) In addition to the above point, transparency includes making visible where the running costs of the Funding Party's organisation are taken from. This includes any staff wages, travel expenses, stationary and operational costs including any building rental.
- d) The Funding Party agrees to have an annual financial audit by an independent and registered financial body.
- e) The Funding Party agrees to produce and publish an annual report detailing its activities and results of the financial audit.

### **6.2 Regarding Fundraising and communication**

- a) The Funding Party undertakes to worthily represent the name and image of the Beneficiary Party and undertakes not to issue any public statement or behave in any way that might harm the reputation of the Beneficiary Party.
- b) The Funding Party agrees to make it clear in all of their organisational literature that the programs and activities conducted in Cambodia are run and operated independently and solely by the Beneficiary Party and not to allude in any way that it has direct responsibility for any of the programs.
- c) The Funding Party agrees to confirm any media articles or website text written about the Beneficiary Party before anything is published to the general public.

- d) The Funding Party agrees to consult the Beneficiary Party regarding any partnerships it wishes to form in connection to the Beneficiary Party's name including other organisations, celebrities, businesses etc. The Funding Party will only proceed once both parties are agreed.
- e) The Funding party agrees to follow AFESIP's media guidelines and not to present the women and girls that the Beneficiary Party works for in a misleading manner.
- f) The Funding party agrees not to publically use any photography or imagery of the faces of victims/survivors of trafficking, connected to the Beneficiary Party or in a way that suggests a link to the Beneficiary Party. If the Funding Party wishes to use facial imagery of woman and girls, the imagery must be sourced responsibly and with the correct image rights purchased and it must be explicitly stated that the imagery used is not of actual victims or survivors of trafficking.

### **6.3 Regarding conduct within the law**

- a) The Funding party will run it's organisation and fundraising in line with Singaporean law.

## **7 Obligations of the Beneficiary Party**

### **7.1 Regarding the purpose of funds raised**

- a) The Beneficiary Party undertakes to use the financial aid given by the Funding Party exclusively for the purpose of meeting the expenses agreed upon and undertakes to forward to the Funding Party updates describing progress of projects and benefits/results achieved where appropriate.
- b) The Beneficiary Party undertakes to ensure that no sums paid to it by the Funding Party, and more generally no funds employed by The Beneficiary Party, remunerate any activity that is illegal, or contrary to public decency or public order.
- c) The Beneficiary Party also declares that its situation is regular in respect of all its legal and professional obligations.
- d) The Beneficiary Party's accounts are audited annually by an independent auditor. As soon as available, copies of the Auditor's report will be sent to the Funding Party.

### **7.2 Regarding communication**

- a) The Beneficiary Party undertakes to worthily represent the name and image of the Funding Party and undertakes not to issue any public statement or behave in any way that might harm the reputation of the Funding Party.
- b) The Beneficiary Party shall include reference towards the contribution of the Funding Party when publicising information about the donors of the projects which the Funding Party contributes to, be it on the Beneficiary Party's website, in the media or within reports. The Beneficiary Party agrees to confirm any media articles or website text written about the Funding Party before anything is published to the general public.

## **8 General Conditions**

- a) The present Agreement shall be governed by general principles of law, to the exclusion of any single

national system of law.

- b) Either Party has the right to terminate this Agreement, by written notice to this effect, if it considers that the continued implementation of the Agreement is impossible or impractical:
- For unforeseen causes beyond the control of either Party
  - If either Party has reasonable grounds to suspect irregularities, fraud or corruption on the part of the Party Organisation in relation to this Agreement.
- c) In the event of termination by the Funding Party for the reason of unforeseen causes beyond its control, the Funding Party shall complete all payments that are already agreed upon up to the effective date of termination.

## 9 Amendments

Any amendment to this Agreement shall be effected only on the basis of written mutual consent by both Parties.

## 10 Entry into Force

The present Agreement will enter into force upon signature by both Parties.

**Signed on behalf of Lotus Culture Ltd.**

Signature: 

Date: 29 Nov. 2010

Mrs. Sylvia Lee  
Director  
Email : [lee.sylvia@lotusculture.com](mailto:lee.sylvia@lotusculture.com) / [Sylvia@actsys.com](mailto:Sylvia@actsys.com)  
Telephone : +65 67351278 / +65 97588859

**Signed on behalf of AFESIP - Cambodia**

Signature: 

Date: 28/NOV/2010

Chhoeuth SAO  
Executive Director and CEO AFESIP - Cambodia  
E-mail: [technicalcoord@afesip.org](mailto:technicalcoord@afesip.org)  
Telephone: + (855) 12 888 840

### **Banking Instructions:**

#### Grantee Bank Details

Bank Name:- The Foreign Trade Bank of Cambodia  
Bank Address:- N° 3, St. 53/114 Kramoun Sar, Phnom Penh  
Bank Account Name:- AFESIP  
Grantee Acct. Nr:- 010-30-060-002959-3  
SWIFT Code:- FTCKHPP

Correspondent Bank

Bank Name:- JPMorgan Chase Bank  
Address:- New York, NY. US  
SWIFT Code:- CHASUS33  
Recipient Bank Acct Nr;- A/C N° 001 1 002516  
SWIFT Code:- FTCKHPP

Signatories (Any two of them);

1. Ms. MAM Somaly, AFESIP President
2. Mr. EAT Arunrith, Financial Controller
3. Ms. LY Chanla, Cashier

Representative to validate this information:

Payee Representative Name: Mr. Eat Arunrith

Title: Financial Controller

Phone: +855 23 884 123 E-mail: [regionalfinance@afesip.org](mailto:regionalfinance@afesip.org)