



National Bank of Cambodia

**Memorandum of Understanding  
on Cooperation**



**BANCO CENTRAL  
DE RESERVA DEL PERÚ**

**between**

**The National Bank of Cambodia**

**and**

**The Central Reserve Bank of Peru**

The National Bank of Cambodia is the Central Bank of the Kingdom of Cambodia (hereinafter referred to as “NBC”), established under the Law on the Organization and Conduct of the National Bank of Cambodia, 1996. The NBC is an autonomous public entity of a commercial and industrial nature with its head office located in Phnom Penh, Cambodia.

The Central Reserve Bank of Peru is the Peruvian Central Bank (hereinafter referred to as “CRBP”) established under the Constitution of Peru and governed by the CRBP Act (Act No. 26123 of 1993). The CRBP has a mandate to preserve monetary stability and its functions include regulating the money supply, managing international reserves, issuing notes and coins, and informing periodically on the national finances. Its head office is located in Lima, Peru.

The NBC and CRBP are individually referred to as “Party” and collectively as “Parties” in this Memorandum of Understanding (MOU).

The Parties hereby agree as follows:

**ARTICLE 1**  
**OBJECTIVE**

The objective of this MOU is to create a framework of cooperation between the Parties for deepening their amicable cooperation and continuing to serve the mutual interests of the Parties in the future.

**ARTICLE 2**  
**TECHNICAL COOPERATION**

The Parties within their legal mandates, and in accordance with their respective laws and regulations, agree to develop and strengthen cooperation by means of:

Héctor Herrera Soares  
Subgerente de Asesoría Legal  
en Asuntos Financieros

- (i) Exchanging delegations to visit and share experiences with each other; organizing seminars and study visits, alternately in the Kingdom of Cambodia and the Republic of Peru. The dates, venues and agendas of the said meetings shall be agreed upon by the Parties;
- (ii) Exchanging information and experiences concerning the conduct of monetary policy; foreign exchange management, and banking regulation and supervision.

**ARTICLE 3**  
**PRINCIPLES OF COOPERATION**

The collaboration under the framework of this MOU shall be governed by the following principles:

- (i) The Parties shall endeavor to respond to requests of information from one another on issues of mutual interest;
- (ii) Requests for information shall be in writing. Any means of communication can be used to deliver these requests for information. However, an official written request for information shall be sent afterward;
- (iii) The Party receiving the request for information under this MOU shall inform the other Party in writing of its decision to decline to provide partially or wholly the requested information, if it considers the request is in contradiction with its laws and regulations or national interest and security;
- (iv) All communications shall be in English.

**ARTICLE 4**  
**CONFIDENTIALITY**

The Parties, subject to their respective domestic laws and regulations, shall protect the information exchanged in the following manner:

- (i) The information exchanged between the Parties shall be used only for legal banking purposes and kept confidential in accordance with the regulations on secret information protection of each country;
- (ii) The information may not be used for purposes other than those for which it has been requested and provided, without the consent of the Responding Party (the Party who has provided information);

(iii) With regard to requests from third parties for information provided pursuant to this MOU, the Requesting Party shall, as soon as practicable and prior to releasing such

information to the third party, seek the consent of the Responding Party, and shall cooperate in preserving the confidentiality of such information.

## **ARTICLE 5**

### **CONTACT POINT OF IMPLEMENTATION**

**Each Party shall appoint their contact point for the implementation of this MOU as follow:**

**For the National Bank of Cambodia:**

**Director of Economic Research and International Cooperation Department**

**The National Bank of Cambodia**

**P.O. Box 25, 22-24, Preah Norodom Blvd., Phnom Penh, Cambodia**

**Tel.: +855 23 722 563**

**Fax: +855 23 426 177**

**E-mail: vouthy.khou@nbc.org.kh**

**For the Central Reserve Bank of Peru:**

**Gladys Choy**

**Deputy Manager / International Economy**

**Central Reserve Bank of Peru**

**Jirón Miró Quesada 441**

**Lima 1 - Peru**

**Tel.: (51-1) 613-2313**

**Fax: (51-1) 613-2938**

**E-mail: gladys.choy@bcpr.gob.pe**

## **ARTICLE 6**

### **PERIOD OF IMPLEMENTATION**

**This MOU shall come into force on the date of its signature; shall be valid for a period of two years; and shall be automatically extended for the same period consecutively.**

**At any moment (i) the Parties may agree to terminate the MOU; or (ii) any of the Parties may notify the other Party its decision to terminate the MOU. The termination of the MOU will take effect on the day agreed by the Parties, or on the day after the notification of unilateral termination to the other Party, as applicable.**

**Following the termination of the MOU, all activities previously agreed or already in course will continue to their conclusion; and all information exchanged under the framework of this MOU shall not be disclosed to any third party without prior written consent of the other party and shall be kept in compliance with the relevant laws of the Receiving Party.**

This MOU can be amended with the consent of the Parties. Any amendments shall be effective from the date of signature.

IN WITNESS WHEREOF, the Undersigned, being duly authorized thereto by their respective Government, have signed this MOU.

Done in Lima, on ~~May, 31~~ 2016, in two original copies, in English Language.

FOR  
NATIONAL BANK OF CAMBODIA



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**Chea Chanto**  
Governor

FOR  
CENTRAL RESERVE BANK OF PERU



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**Julio Velarde**  
Governor

Héctor Herrera Soares  
Subgerente de Asesoría Legal  
en Asuntos Financieros