

# A g r e e m e n t

between

the Government of the Kingdom of Cambodia

and

the Government of the Federal Republic of Germany

regarding Technical Cooperation

The Government of the Kingdom of Cambodia

and

the Government of the Federal Republic of Germany,

on the basis of the friendly relations existing between the two States and their peoples,

considering their common interest in promoting the economic and social progress of their States and peoples, and

desiring to intensify their relations through technical cooperation in a spirit of partnership,

have agreed as follows

#### Article 1

- (1) The Contracting Parties shall cooperate with a view to furthering the economic and social development of their peoples.
- (2) This Agreement embodies the basic conditions for technical cooperation between the Contracting Parties. The Contracting Parties may conclude supplementary arrangements on individual technical cooperation projects (hereinafter referred to as "project arrangements"). Each Contracting Party shall be responsible for technical cooperation projects in its own country. Project arrangements shall contain a joint project concept, specifying in particular the project objective, the contributions to be made by the Contracting Parties, the functions and organizational positions of the participants, and the time schedule.



## Article 2

(1) Project arrangements may provide for assistance by the Government of the Federal Republic of Germany in the following:

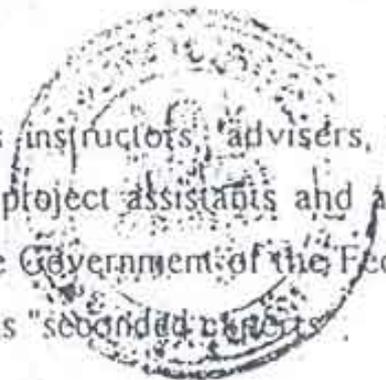
- (a) training, advisory and research centres as well as other facilities in the Kingdom of Cambodia;
- (b) preparation of plans, studies and reports;
- (c) other areas of cooperation agreed by the Contracting Parties.

(2) Such assistance may

- (a) include the secondment of experts, such as instructors, advisers, consultants, specialists, scientific and technical personnel, project assistants and auxiliary personnel; all personnel seconded on behalf of the Government of the Federal Republic of Germany will hereinafter be referred to as "seconded experts";
- (b) include the supply of material and equipment (hereinafter referred to as "material");
- (c) include the basic or further training of Cambodian technical and managerial personnel as well as scientists in the Kingdom of Cambodia, the Federal Republic of Germany or other countries, or
- (d) take some other appropriate form.

(3) The Government of the Federal Republic of Germany shall, unless otherwise provided in the project arrangements, make the following contributions to sponsored projects at its expense:

- (a) remuneration of the seconded experts;
- (b) accommodation for the seconded experts and their families, in so far as such costs



- (b) accommodation for the seconded experts and their families, in so far as such costs are not met by the experts themselves,
  - (c) official travel by the seconded experts within and outside the Kingdom of Cambodia,
  - (d) procurement of the material referred to in paragraph 2 (b) above,
  - (e) transport and insurance to the project sites of the material referred to in paragraph 2 (b) above, this shall not include payment of the charges and storage fees referred to in Article 3 (1) (b) of this Agreement,
  - (f) basic or further training of Cambodian technical and managerial personnel as well as scientists in accordance with the applicable German guidelines
- (4) Unless otherwise provided in the project arrangements, the material supplied for the projects on behalf of the Government of the Federal Republic of Germany shall become the property of the Kingdom of Cambodia on crossing the Cambodian border (on arrival at the airport in Cambodia in the case of air transport). The material shall be at the unrestricted disposal of the sponsored projects and the seconded experts for the fulfilment of their tasks.
- (5) The Government of the Federal Republic of Germany shall notify the Government of the Kingdom of Cambodia of the cooperating agencies, organizations or authorities it will charge with the implementation of its assistance for the respective project. The cooperating agencies, organizations or authorities so charged will hereinafter be referred to as "the implementing agency"

### Article 3-

The Government of the Kingdom of Cambodia shall make the following contributions

(1) It shall

(a) provide at its expense the land and buildings required for the projects, including /

- (a) provide at its expense the land and buildings required for the projects, including / equipment and furnishings for the buildings, unless otherwise provided in the project arrangements,
- (b) exempt the material supplied for the projects on behalf of the Government of the Federal Republic of Germany from licences, harbour dues, import duties and other public charges, as well as storage fees, and ensure that the material is cleared by customs without delay; this shall also apply to the export of material, in so far as such material remains the property of the Government of the Federal Republic of Germany pursuant to the project arrangements; the aforementioned exemptions shall, at the request of the implementing agency, also apply to material procured in the Kingdom of Cambodia;
- (c) meet the operating and maintenance costs of the projects, unless otherwise provided in the project arrangements;
- (d) make available at its expense the Cambodian experts and the auxiliary personnel required; the project arrangements should include a time schedule for their assignment.
- (2) It shall ensure that the functions of the seconded experts are taken over as soon as possible by Cambodian experts. Where the latter are to receive basic or further training in the Kingdom of Cambodia, the Federal Republic of Germany or other countries pursuant to this Agreement, it shall in good time nominate, in collaboration with the Embassy of the Federal Republic of Germany in Phnom Penh or with experts designated by the Embassy, a sufficient number of candidates for such training. It shall only nominate such candidates as have given an undertaking to work on the respective project for at least five years after completing their training and shall ensure that these Cambodian experts receive appropriate remuneration.

(3) It shall

- (a) recognize, in accordance with their respective standards, examinations passed by Cambodian nationals having received basic or further training pursuant to this Agreement and afford the necessary assistance such as certification and recognition



passed by CAMBODIA

- (a) recognize, in accordance with their respective standards, examinations ~~passed by~~ Cambodian nationals having received basic or further training pursuant to this Agreement and afford the persons concerned such opportunities with regard to careers, appointments and advancement as are commensurate with their training.
- (b) afford the seconded experts any <sup>necessary</sup> assistance they may require in carrying out the tasks assigned to them and make available all necessary records and documents,
- (c) ensure the provision of the contributions required to implement the projects, in so far as these are not provided by the Government of the Federal Republic of Germany pursuant to the project arrangements,
- (d) ensure that all Cambodian agencies concerned with the implementation of this Agreement and the project arrangements are fully informed of their contents in good time.

Article 4

- (1) The Government of the Federal Republic of Germany shall ensure that the seconded experts undertake
  - (a) to do their best, within the framework of the arrangements concluded on their work, to help achieve the purposes set forth in Article 55 of the Charter of the United Nations,
  - (b) not to interfere in the internal affairs of the Kingdom of Cambodia,
  - (c) to respect the laws and customs of the Kingdom of Cambodia,
  - (d) not to engage in any gainful occupation other than that to which they have been assigned,
  - (e) to cooperate in a spirit of mutual confidence with the official agencies in the Kingdom of Cambodia

(2) The Government of the Federal Republic of Germany shall ensure that before an ex

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(2) The Government of the Federal Republic of Germany shall ensure that before an expert is seconded, the consent of the Government of the Kingdom of Cambodia is obtained. The implementing agency shall forward the curriculum vitae of the expert selected by it to the Government of the Kingdom of Cambodia together with a request for consent to his secondment. If no notification to the contrary is received from the Government of the Kingdom of Cambodia within one month, consent shall be assumed to have been given.



(3) If the Government of the Kingdom of Cambodia wishes a seconded expert to be recalled, it shall in good time contact the Government of the Federal Republic of Germany and give the reasons for its request. Similarly, the Government of the Federal Republic of Germany shall, when a seconded expert is to be recalled by the German side, ensure that the Government of the Kingdom of Cambodia is informed thereof at the earliest possible date.

#### Article 5

(1) The Government of the Kingdom of Cambodia shall ensure that the seconded experts and members of their families belonging to their household receive protection for their person and their property. It shall in particular:

(a) assume liability in place of the seconded experts in respect of any damage caused by them in carrying out a task assigned to them in accordance with this Agreement, any claim against the experts shall to that extent be precluded. The Government of the Kingdom of Cambodia may not assert any claim for compensation against the seconded experts, irrespective of any legal foundation of such claim, unless they have caused the damage wilfully or through gross negligence.

(b) ensure that the persons referred to in the first sentence of this paragraph will be immune from arrest or detention in respect of any acts or omissions, including words spoken or written, in connection with the performance of a task assigned to them in accordance with this Agreement;

(c) permit the persons referred to in the first sentence of this paragraph to enter and leave the country unhindered at any time.



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(d) issue to the persons referred to in the first sentence of this paragraph documents of identification referring to the special protection and assistance afforded them by the Government of the Kingdom of Cambodia

(2) The Government of the Kingdom of Cambodia shall

- (a) levy no taxes or other public charges on payments made from funds of the Government of the Federal Republic of Germany to seconded experts for services rendered under this Agreement, the same shall apply to any payments made to firms carrying out assistance activities within the scope of this Agreement on behalf of the Government of the Federal Republic of Germany,
- (b) permit the persons referred to in the first sentence of paragraph 1 above to import and export during their stay, duty- and tax-free and without providing security, articles intended for their personal use, such articles shall include for each household one motor vehicle, one refrigerator, one deep-freeze, one washing-machine, one cooker, one radio, one television set, one tape-recorder and small electrical appliances, as well as, for each person, one air-conditioner, one heater, one fan and one set of photographic and film equipment; the import and export of replacements, duty- and tax-free and without provision of security, shall also be permitted for such articles imported as have become unserviceable or been lost,
- (c) permit the persons referred to in the first sentence of paragraph 1 above to import for their personal requirements medicaments, foodstuffs, beverages and other expendable goods,
- (d) issue to the persons referred to in the first sentence of paragraph 1 above, free of charge and without requiring security, any necessary visas as well as work and residence permits.

#### Article 6

This Agreement shall also apply to technical cooperation projects begun by the Contracting

This Agreement shall also apply to technical cooperation projects begun by the Contracting Parties prior to the entry into force of this Agreement



Article 7

- (1) This Agreement shall enter into force on the date on which the Government of the Federal Republic of Germany notifies the Government of the Kingdom of Cambodia that the national requirements for such entry into force have been fulfilled
- (2) This Agreement shall be valid for a period of five years. Thereafter, it shall be tacitly extended for successive periods of one year, unless it is denounced in writing by either Contracting Party three months prior to the expiry of any such period
- (3) Any technical cooperation projects already agreed upon or begun prior to the expiry of this Agreement shall remain subject to its provisions after expiry.

DONE at Phnom Penh on 06.05.94

in duplicate in the English and German languages, both texts being authentic

For the Government of the Kingdom of Cambodia

For the Government of the Federal Republic of Germany

