

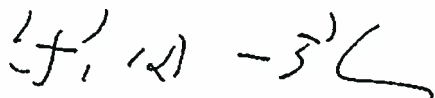
**MINUTES OF MEETINGS  
BETWEEN  
JAPAN INTERNATIONAL COOPERATION AGENCY  
AND  
AUTHORITIES CONCERNED OF THE ROYAL GOVERNMENT OF CAMBODIA  
ON THE JAPANESE TECHNICAL COOPERATION  
FOR THE PROJECT ON  
IMPROVEMENT OF LOCAL ADMINISTRATION IN CAMBODIA**

Japan International Cooperation Agency (hereinafter referred to as "JICA") and authorities concerned of the Royal Government of Cambodia had a series of meetings for the purpose of working out the details of the technical cooperation concerning the Project on Improvement of Local Administration in Cambodia (hereinafter referred to as "the Project").

As a result of the discussions, JICA and the Cambodian authorities concerned agree to recommend to their respective Governments the matters referred to in the Record of Discussions signed on December 14, 2006.

Both JICA and the Cambodian authorities concerned also agreed to make this Minutes of Meetings regarding the Project, in order to confirm the mutual understandings reached through the discussions as attached hereto.

Phnom Penh, 14 December, 2006



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Mr. Kazuhiro Yoneda  
Resident Representative,  
Cambodia Office  
Japan International Cooperation Agency



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H.E. Mr. Prum Sokha  
Secretary of State,  
Ministry of Interior  
Kingdom of Cambodia

## ATTACHED DOCUMENT

### I. PROJECT DESIGN MATRIX

The Project Design Matrix (hereinafter referred to as "PDM") is commonly used in Japanese technical cooperation in order to manage and implement Projects efficiently and effectively. It will also be used as a reference for monitoring and evaluating the Project.

As a result of discussions, both sides agreed to apply the PDM as shown in ANNEX I to the Project with the following understanding.

1. The PDM is a logically designed matrix that defines the initial understanding of the framework of technical cooperation for the Project and indicates the logical steps toward the achievement of the Project purpose.
2. The PDM is to be flexibly revised according to the progress and achievements of the Project, upon agreement on the Joint Coordinating Committee.

### II. PLAN OF OPERATION

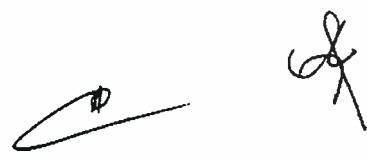
The Plan of Operation has been tentatively formulated according to the Record of Discussions. The Plan of Operation for the whole period is shown in ANNEX II.

The Annual Work Plan is to be drafted by the Cambodian counterparts and the Japanese experts and is to be submitted to the Joint Coordinating Committee. The activities are subject to change within the scope of the Record of Discussions, if the necessity arises during the course of the Project implementation.

### III. STRUCTURE OF PROJECT IMPLEMENTATION

The chart of Project implementation is given ANNEX III.

|           |                                 |
|-----------|---------------------------------|
| ANNEX I   | PROJECT DESIGN MATRIX           |
| ANNEX II  | PLAN OF OPERATION               |
| ANNEX III | CHART OF PROJECT IMPLEMENTATION |



# ANNEX I

## Project Design Matrix (PDM)

Project Title: Improvement of Local Administration in Cambodia

Implementing Agency: General Department of Local Administration (GDLA), Ministry of Interior (MOI)

Target Group: Officials in GDLA, Provincial Offices (including Governors and Vice Governors), and Main Line Ministries (Central and Provincial levels)

| Narrative Summary   |  | Objectively Verifiable Indicators   |  | Means of Verification | Important Assumption  |
|---|--|---|--|-----------------------|---|
| Overall Goal<br>Human resource involved in local administration will be developed through training.   |  | 1 Number of training conducted by GDLA and number of trainees<br>2 Level of understanding of the trainees   |  |                       |   |
| Project Purpose<br>1 Officials of GDLA will improve the capacity of training management.<br>2 Officials in charge of local administration at national level and provincial level will improve the knowledge of local administration.  |  | 1-1 Records of conducted training on local administration by GDLA<br>1-2 Number of trained trainers in GDLA and provincial level<br>1-3 Number of developed training courses, curriculum and training materials<br>1-4 Condition of conducting training management properly<br>2-1 Number of trainees on local administration and level of understanding of the trainees<br>2-2 Number of trainees of Contry-focused training courses in Japan and Level of understanding of local administration in Japan  |  |                       | Human resource development policy on officials involved in local administration is not changed. |
| OUTPUTS<br>1-1 GDLA has ability to conduct training management based on the progress of Decentralization and Deconcentration (D&D) and needs.<br>2-1 GDLA officials acquire the knowledge of the D&D Policy and local administration.<br>2-2 Provincial Governors and Vice Governors understand the D&D Policy and the roles of local administration.<br>2-3 Officials of provincial offices understand the D&D Policy and the roles of local administration. |  | 1-1-1 Records of training needs survey, training planning, and monitoring and evaluation of training<br>1-1-2 Number of produced training materials, modules and curriculum<br>1-1-3 Number of conducted TOT for core trainers and number of trainees<br>1-1-4 Level of understanding of the trainees on the D&D policy, local administration and roles of trainers<br>1-1-5 Number of trainees of Contry-focused training course 1 on local administration<br>1-1-6 Level of understanding of the trainees on local administration in Japan<br>1-1-7 Number of produced training materials and curriculum based on Country-focused training 1 on local administration<br>2-1-1 Number of conducted training on local administration for GDLA officials and number of trainees<br>2-1-2 Level of understanding of the trainees<br>2-1-3 Number of trainees of Contry-focused training course 2 on Top Management<br>2-1-4 Level of understanding of the trainees on local administration, local autonomy law and training system of public servant in Japan<br>2-2-1 Number of conducted Top Management Seminars and number of trainees<br>2-2-2 Level of understanding of the trainees on the D&D policy and local administration<br>2-3-1 Number of conducted training on local administration for selected officials from all provinces and number of the trainees<br>2-3-2 Level of understanding of the trainees on the D&D policy and local administration and level of satisfaction on trainers<br>2-3-3 Number of conducted TOT for provincial trainers and number of the trainees<br>2-3-4 Level of understanding of the trainees on the D&D policy, local administration and roles of trainers<br>2-3-5 Number of conducted training on local administration for provincial and district officials in model provinces and number of the trainees<br>2-3-6 Level of understanding of the trainees on the D&D policy and local administration and level of satisfaction on trainers |  |                       | The D&D policy is not significantly changed.  |

| Activities  | INPUTS  |  | Trained trainers continuously engaged in conducting training. |
|---|---|--|---|
|   | Cambodia Side   | Japanese Side  |   |
| <p>1-1 [GDLA has ability to conduct training management based on the progress of Decentralization and Deconcentration (D&amp;D) and needs]</p> <p>&lt;GDLA Task Force&gt;</p> <p>(1) GDLA Task Force is formed from capable officials from GDLA</p> <p>(2) JICA experts conduct a base line survey on the ability of training management of GDLA Task Force members</p> <p>(3) JICA experts conduct training on training management</p> <p>(4) GDLA Task Force assesses the progress of D&amp;D, and conduct needs surveys for training</p> <p>(5) GDLA Task Force develops a training plan</p> <p>(6) GDLA Task Force develops a training methodology</p> <p>(7) GDLA Task Force produces training curriculum</p> <p>(8) GDLA Task Force produces training materials</p> <p>(9) GDLA Task Force implement training by Core Trainers using produced training materials in national level and provincial level</p> <p>(10) GDLA Task Force and JICA experts conduct monitoring and evaluation of implemented training, and feed back the results to improve training management</p> <p>&lt;Core Trainers&gt;</p> <p>(1) MOI and JICA experts select appropriate Core Trainer candidates considering their experience and background</p> <p>(2) JICA experts conduct training of trainers (TOT) in Cambodia</p> <p>(3) Implement the Country-focused Training Course 1 on Local Administration (TOT) for Core Trainers and Core Trainer candidates in Japan</p> <p>(4) Core Trainers implement training by using the acquired knowledge and experience from the TOT in national level and provincial level</p> <p>(5) Core Trainers and Core Trainer candidates contribute the acquired knowledge and experience from TOT to develop local administration system in Cambodia</p> <p>2-1 [GDLA officials acquire the knowledge of the D&amp;D Policy and local administration]</p> <p>(1) Assess the existed training courses for GDLA officials, and conduct needs surveys for training</p> <p>(2) Conduct training on the D&amp;D Policy and the local administration system</p> <p>(3) Implement the Country-focused Training Course 2 on Top Management in Japan</p> <p>(4) Contribute the acquired knowledge and experience from the training in Japan to develop local administration system in Cambodia</p> <p>2-2 [Provincial Governors and Vice Governors understand the D&amp;D Policy and the roles of local administration]</p> <p>(1) GDLA Task Force organizes Top Management Seminars on the D&amp;D Policy and the basic knowledge of local administration by invited necessary human resources as lecturers</p> <p>(2) GDLA Task Force and JICA experts conduct monitoring and evaluation of the seminars, and feed back the results to improve the next Top Management Seminars</p> <p>(3) Promote cooperation of provincial authorities and relationship between MOI and provincial offices</p> | <p>Counterpart personnel</p> <p>Office space and necessary furnitures for Japanese experts</p> <p>Running cost for the project activities</p> | <p>• Experts: Chief Advisor/ Local Administration, Project Coordinator, Training Management, Local Administration Training, Local Administration System, Local Autonomy Law, Local Taxation and Finance, Others</p> <p>• Trainings in Japan: Local Administration, Top Management</p> <p>• Provision of equipment: Personal computers, Lan server and peripherals, Software, Projectors, Printers, Audio-visual equipment for training, Photocopier, Screens, Vehicle</p> <p>• Training in Cambodia: Training management, TOT for core trainers, Top management seminar, D&amp;D policy and local administration system for GDLA officials, D&amp;D policy and local administration system for selected provincial officials, TOT for provincial trainers, D&amp;D policy and local administration system for provincial and district officials in model provinces</p> |   |

2-3 [Officials of provincial offices understand the D&D Policy and the roles of local administration]

<All Provinces>

- (1) GDLA Task Force organizes training on the D&D Policy and the local administration system for selected officials from all provincial offices by Core Trainers and utilizing the produced training materials in MOI
- (2) GDLA Task Force and JICA experts conduct monitoring and evaluation of the training, and feed back the results to improve training management

<Model Provinces>

- (1) Select model provinces
- (2) MOI and JICA experts select appropriate Provincial Trainer candidates considering their experience and background in model provinces
- (3) GDLA Task Force conducts TOT by Core Trainers for Provincial Trainer candidates in model provinces
- (4) The Provincial Trainers implement training on the D&D Policy and the local administration system by using the materials in model provinces and districts
- (5) GDLA Task Force conducts monitoring and evaluation of the training, and feed back the results to improve training management in provincial and district levels



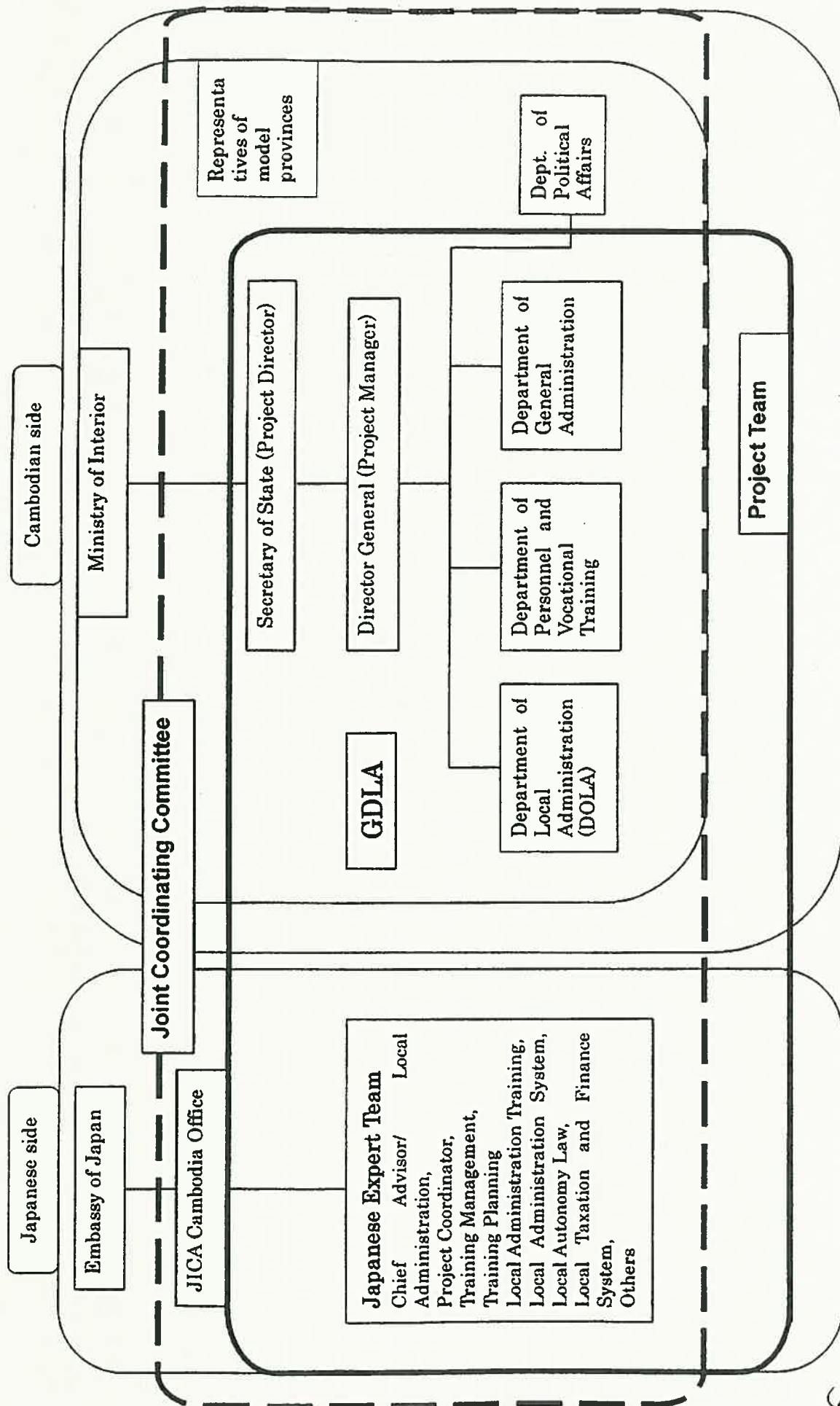
## PLAN OF OPERATIONS

## Project on Improvement of Local Administration in Cambodia





PROPOSED ORGANIZATIONAL CHART OF THE PROJECT





AGREEMENT ON TECHNICAL COOPERATION  
BETWEEN THE GOVERNMENT OF JAPAN AND  
THE ROYAL GOVERNMENT OF CAMBODIA

The Government of Japan and the Royal Government of Cambodia,

Desiring to strengthen further the friendly relations existing between the two countries by the promotion of technical cooperation, and

Considering mutual benefits derived from promoting the economic and social development of their respective countries,

Have agreed as follows:

ARTICLE I

The two Governments shall endeavor to promote technical cooperation between the two countries.

ARTICLE II

Separate arrangements which govern specific technical cooperation programs carried out under this Agreement shall be agreed upon between the authorities concerned of the two Governments. The authority concerned of the Government of Japan is the Ministry of Foreign Affairs, and the authority concerned of the Royal Government of Cambodia is the Ministry of Foreign Affairs and International Cooperation.

ARTICLE III

The following forms of technical cooperation will be carried out by the Japan International Cooperation Agency (hereinafter referred to as "JICA") at its own expense in accordance with the laws and regulations in force in Japan as well as with the arrangements referred to in Article II:

- (a) providing technical training to Cambodian nationals;
- (b) dispatching experts (hereinafter referred to as the "Experts") to the Kingdom of Cambodia;

- c) dispatching Japanese volunteers with a wide range of technical skills and abundant experience (hereinafter referred to as the "Senior Volunteers") to the Kingdom of Cambodia;
- (d) dispatching Japanese missions (hereinafter referred to as the "Missions") to the Kingdom of Cambodia to conduct surveys of economic and social development projects of the Kingdom of Cambodia;
- (e) providing the Royal Government of Cambodia with equipment, machinery and materials; and
- (f) providing the Royal Government of Cambodia with other forms of technical cooperation as may be decided upon by mutual consent between the two Governments.

#### ARTICLE IV

The Royal Government of Cambodia shall ensure that the techniques and knowledge acquired by Cambodian nationals as well as the equipment, machinery and materials provided as a result of the Japanese technical cooperation as set forth in Article III contribute to the economic and social development of the Kingdom of Cambodia, and are not utilized for military purposes.

#### ARTICLE V

In case JICA dispatches the Experts, the Senior Volunteers and the Missions, the Royal Government of Cambodia shall:

1. (1) (a) exempt the Experts, the Senior Volunteers and members of the Missions from taxes including income tax, and fiscal charges imposed on or in connection with salaries and any allowances remitted to them from overseas;
- (b) exempt the Experts, the Senior Volunteers, members of the Missions and their families from consular fees, taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import license and certificate of foreign exchange coverage, in respect of the importation of:

- (i) luggage;
  - (ii) personal effects, household effects and consumer goods; and
  - (iii) one motor vehicle per Expert, per family of the Expert, per Senior Volunteer and per family of the Senior Volunteer assigned to stay in the Kingdom of Cambodia;
- (c) exempt the Experts, the Senior Volunteers and their families who do not import any motor vehicle into the Kingdom of Cambodia from taxes including value added tax and fiscal charges in respect of the local purchase of one motor vehicle per Expert, per family of the Expert, per Senior Volunteer and per family of the Senior Volunteer; and
  - (d) exempt the Experts, the Senior Volunteers and their families from the registration fee of the motor vehicles mentioned in (b) (iii) and (c);
- (2) (a) provide at its own expense suitable office and other facilities including telephone and facsimile services necessary for the performance of the duties of the Experts, the Senior Volunteers and the Missions as well as to bear the expenses for their operation and maintenance;
  - (b) provide at its own expense the local staff (including adequate interpreters, if necessary) as well as Cambodian counterparts to the Experts, the Senior Volunteers and the Missions necessary for the performance of their duties;
  - (c) bear expenses of the Experts and the Senior Volunteers whenever local conditions and financial possibilities of authorities concerned of the Royal Government of Cambodia permit for:
    - (i) daily transportation to and from their place of work;
    - (ii) their official travels within the Kingdom of Cambodia; and
    - (iii) their official correspondence;

- (d) provide the convenience for acquisition of appropriate housing accommodation for the Experts, the Senior Volunteers and their families; and
- (e) provide the convenience for receiving medical care and facilities for the Experts, the Senior Volunteers, members of the Missions and their families;
- (3) (a) permit the Experts, the Senior Volunteers, members of the Missions and their families to enter, leave and sojourn in the Kingdom of Cambodia for the duration of their assignment therein, offer them the convenience for procedures of alien registration requirements, and exempt them from consular fees;
- (b) issue identification cards to the Experts, the Senior Volunteers and members of the Missions to secure the cooperation of all governmental organizations necessary for the performance of their duties;
- (c) offer the Experts, the Senior Volunteers and their families the convenience for acquisition of car driving license; and
- (d) carry out other measures necessary for the performance of the duties of the Experts, the Senior Volunteers and the Missions.

2. The motor vehicles mentioned in paragraph 1 shall be subject to payment of taxes including customs duties if they are subsequently sold or transferred within the Kingdom of Cambodia to individuals or organizations not entitled to exemption from such taxes or similar privileges.

3. The Royal Government of Cambodia shall accord the Experts, the Senior Volunteers, members of the Missions and their families such privileges, exemptions and benefits as are no less favorable than those accorded to experts, senior volunteers, members of missions and their families of any third country or of any international organization performing a similar mission in the Kingdom of Cambodia.



## ARTICLE VI

The Royal Government of Cambodia shall bear claims, if any arises, against the Experts, the Senior Volunteers and members of the Missions resulting from, occurring in the course of, or otherwise connected with, the performance of their duties, except when the two Governments agree that such claims arise from gross negligence or willful misconduct on the part of the Experts, the Senior Volunteers or members of the Missions.

## ARTICLE VII

1. (1) In case JICA provides the Royal Government of Cambodia with equipment, machinery and materials, the Royal Government of Cambodia shall exempt such equipment, machinery and materials from consular fees, taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import license and certificate of foreign exchange coverage, in respect of the importation. The equipment, machinery and materials mentioned above shall become the property of the Royal Government of Cambodia upon being delivered c.i.f. at the port of the disembarkation to authorities concerned of the Royal Government of Cambodia.

(2) In case JICA provides the Royal Government of Cambodia with equipment, machinery and materials, the Royal Government of Cambodia shall exempt such equipment, machinery and materials from taxes including value added tax and fiscal charges in respect of the local purchase.

(3) The equipment, machinery and materials mentioned in sub-paragraph (1) and (2) shall be utilized for the purpose specified in the arrangements referred to in Article II of this Agreement unless otherwise agreed upon between the authorities concerned of the two Governments.

(4) The expenses for the transportation within the Kingdom of Cambodia of the equipment, machinery and materials mentioned in sub-paragraph (1) and (2) and the expenses for their replacement, maintenance and repair shall be borne by the Royal Government of Cambodia.

2. (1) The equipment, machinery and materials, prepared by the Government of Japan, necessary for the performance of the duties of the Experts, the Senior Volunteers and members of the Missions shall remain the property of the Government of Japan unless otherwise

agreed upon between the authorities concerned of the two Governments.

(2) The Royal Government of Cambodia shall exempt the Experts, the Senior Volunteers and members of the Missions from consular fees, taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import license and certificate of foreign exchange coverage, in respect of the importation of the equipment, machinery and materials mentioned in sub-paragraph (1).

(3) The Royal Government of Cambodia shall exempt the Experts, the Senior Volunteers and members of the Missions from taxes including value added tax and fiscal charges in respect of the local purchase of the equipment, machinery and materials mentioned in sub-paragraph (1).

#### ARTICLE VIII

The Royal Government of Cambodia shall maintain close contact, through organizations designated by it, with the Experts, the Senior Volunteers and members of the Missions.

#### ARTICLE IX

1. The Royal Government of Cambodia shall admit JICA to maintain an overseas office of JICA in the Kingdom of Cambodia (hereinafter referred to as the "Office") and shall accept a resident representative and his/her staff to be dispatched from Japan (hereinafter referred to as the "Representative" and the "Staff" respectively) who perform the duties to be assigned to them by JICA relative to the technical cooperation programs under this Agreement in the Kingdom of Cambodia.

2. The Royal Government of Cambodia shall:

- (1) (a) exempt the Representative, the Staff and their families from taxes including income tax and fiscal charges imposed on or in connection with salaries and any allowances remitted to them from overseas;
- (b) exempt the Representative, the Staff and their families from consular fees, taxes including customs duties and fiscal charges, as well as from the requirement of obtaining import license and certificate of foreign exchange

coverage, in respect of the importation of:

- (i) luggage;
  - (ii) personal effects, household effects and consumer goods; and
  - (iii) one motor vehicle per Representative, per Staff, per family of the Representative and per that of the Staff assigned to stay in the Kingdom of Cambodia;
- (c) exempt the Representative, the Staff and their families who do not import any motor vehicle into the Kingdom of Cambodia from taxes including value added tax and fiscal charges in respect of the local purchase of one motor vehicle per Representative, per Staff, per family of the Representative and per that of the Staff;
  - (d) exempt the Representative, the Staff and their families from the registration fee of the motor vehicles mentioned in (b)(iii) and (c);
  - (e) permit ~~the~~ Representative, the Staff and their families to enter, leave and sojourn in the Kingdom of Cambodia for the duration of their assignment therein, offer them the convenience for procedures of alien registration requirements, and exempt them from consular fees;
  - (f) issue identification cards and special passes to the Representative and the Staff to enter airport/seaport beyond passport control point to receive and send off the Experts, the Senior Volunteers and members of the Missions;
  - (g) offer the Representative, the Staff and their families the convenience for acquisition of car driving license; and
  - (h) carry out other measures necessary for the performance of the duties of the Representative and the Staff;
- (2) (a) exempt the Office from consular fees, taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import license and certificate of

foreign exchange coverage, in respect of the importation of the equipment, machinery, motor vehicles and materials necessary for activities of the Office;

- (b) exempt the Office from taxes including value added tax and fiscal charges in respect of the local purchase of the equipment, machinery, motor vehicles and materials necessary for the functions of the Office; and
- (c) exempt the Office from taxes including income tax and fiscal charges imposed on or in connection with office expenses remitted from overseas.

3. The motor vehicles mentioned in paragraph 2 shall be subject to payment of taxes including customs duties if they are subsequently sold or transferred within the Kingdom of Cambodia to individuals or organizations not entitled to exemption from such taxes or similar privileges.

4. The Royal Government of Cambodia shall accord the Representative, the Staff and their families as well as the Office such privileges, exemptions and benefits as are no less favorable than those accorded to representatives, staff and their families as well as offices of any third country or of any international organization performing a similar mission in the Kingdom of Cambodia.

#### ARTICLE X

The Royal Government of Cambodia shall take necessary measures to ensure security of the Experts, the Senior Volunteers, members of the Missions, the Representative, the Staff and their families staying in the Kingdom of Cambodia.

#### ARTICLE XI

The Government of Japan and the Royal Government of Cambodia shall consult with each other in respect of any matter that may arise from or in connection with this Agreement.

#### ARTICLE XII

1. The provisions of this Agreement shall also apply, after the entering into force of this Agreement, to the



specific technical cooperation programs which have commenced prior to the entering into force of this Agreement, and to the Experts, the Senior Volunteers, members of the Missions, the Representative, the Staff and their families staying in the Kingdom of Cambodia as well as to the equipment, machinery and materials related to the said programs.

2. The termination of this Agreement shall neither affect the specific technical cooperation programs being carried out until the date of the completion of the said programs, unless otherwise decided upon by mutual consent between the two Governments, nor affect the privileges, exemptions and benefits accorded to the Experts, the Senior Volunteers, members of the Missions, the Representative, the Staff and their families staying in the Kingdom of Cambodia for the performance of their duties in connection with the said programs.

#### ARTICLE XIII

1. This Agreement shall enter into force on the date of the signature thereof.

2. This Agreement shall remain in force for a period of one year, and shall be automatically renewed every year for another period of one year each, unless either Government has given to the other Government at least six months' written advance notice of its intention to terminate the Agreement.

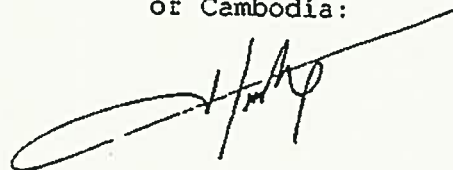
IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Agreement.

DONE in duplicate in English at Phnom Penh on June 17, 2003.

For the Government  
of Japan:

川口順子

For the Royal Government  
of Cambodia:



AGREEMENT ON TECHNICAL COOPERATION  
BETWEEN THE ROYAL GOVERNMENT OF CAMBODIA  
AND  
THE GOVERNMENT OF JAPAN

The Royal Government of Cambodia and the Government of Japan,

Desiring to strengthen further the friendly relations existing between the two countries by the promotion of technical cooperation, and

Considering mutual benefits derived from promoting the economic and social development of their respective countries,

Have agreed as follows:

ARTICLE I

The two Governments shall endeavor to promote technical cooperation between the two countries.

ARTICLE II

Separate arrangements which govern specific technical cooperation programs carried out under this Agreement shall be agreed upon between the authorities concerned of the two Governments. The authority concerned of the Royal Government of Cambodia is the Ministry of Foreign Affairs and International Cooperation and the authority concerned of the Government of Japan is the Ministry of Foreign Affairs.

ARTICLE III

The following forms of technical cooperation will be carried out by the Japan International Cooperation Agency (hereinafter referred to as "JICA") at its own expense in accordance with the laws and regulations in force in Japan as well as with the arrangements referred to in Article II:

- (a) providing technical training to Cambodian nationals;
- (b) dispatching experts (hereinafter referred to as the "Experts") to the Kingdom of Cambodia;

- (c) dispatching Japanese volunteers with a wide range of technical skills and abundant experience (hereinafter referred to as the "Senior Volunteers") to the Kingdom of Cambodia;
- (d) dispatching Japanese missions (hereinafter referred to as the "Missions") to the Kingdom of Cambodia to conduct surveys of economic and social development projects of the Kingdom of Cambodia;
- (e) providing the Royal Government of Cambodia with equipment, machinery and materials; and
- (f) providing the Royal Government of Cambodia with other forms of technical cooperation as may be decided upon by mutual consent between the two Governments.

#### ARTICLE IV

The Royal Government of Cambodia shall ensure that the techniques and knowledge acquired by Cambodian nationals as well as the equipment, machinery and materials provided as a result of the Japanese technical cooperation as set forth in Article III contribute to the economic and social development of the Kingdom of Cambodia, and are not utilized for military purposes.

#### ARTICLE V

In case JICA dispatches the Experts, the Senior Volunteers and the Missions, the Royal Government of Cambodia shall:

1. (1) (a) exempt the Experts, the Senior Volunteers and members of the Missions from taxes including income tax, and fiscal charges imposed on or in connection with salaries and any allowances remitted to them from overseas;
- (b) exempt the Experts, the Senior Volunteers, members of the Missions and their families from consular fees, taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import license and certificate of foreign exchange coverage, in respect of the importation of:



- (i) luggage;
  - (ii) personal effects, household effects and consumer goods; and
  - (iii) one motor vehicle per Expert, per family of the Expert, per Senior Volunteer and per family of the Senior Volunteer assigned to stay in the Kingdom of Cambodia;
- (c) exempt the Experts, the Senior Volunteers and their families who do not import any motor vehicle into the Kingdom of Cambodia from taxes including value added tax and fiscal charges in respect of the local purchase of one motor vehicle per Expert, per family of the Expert, per Senior Volunteer and per family of the Senior Volunteer; and
- (d) exempt the Experts, the Senior Volunteers and their families from the registration fee of the motor vehicles mentioned in (b)(iii) and (c);
- (2)
  - (a) provide at its own expense suitable office and other facilities including telephone and facsimile services necessary for the performance of the duties of the Experts, the Senior Volunteers and the Missions as well as to bear the expenses for their operation and maintenance;
  - (b) provide at its own expense the local staff (including adequate interpreters, if necessary) as well as Cambodian counterparts to the Experts, the Senior Volunteers and the Missions necessary for the performance of their duties;
  - (c) bear expenses of the Experts and the Senior Volunteers whenever local conditions and financial possibilities of authorities concerned of the Royal Government of Cambodia permit for:
    - (i) daily transportation to and from their place of work;
    - (ii) their official travels within the Kingdom of Cambodia; and
    - (iii) their official correspondence;



- (d) provide the convenience for acquisition of appropriate housing accommodation for the Experts, the Senior Volunteers and their families; and
- (e) provide the convenience for receiving medical care and facilities for the Experts, the Senior Volunteers, members of the Missions and their families;
- (3) (a) permit the Experts, the Senior Volunteers, members of the Missions and their families to enter, leave and sojourn in the Kingdom of Cambodia for the duration of their assignment therein, offer them the convenience for procedures of alien registration requirements, and exempt them from consular fees;
- (b) issue identification cards to the Experts, the Senior Volunteers and members of the Missions to secure the cooperation of all governmental organizations necessary for the performance of their duties;
- (c) offer the Experts, the Senior Volunteers and their families the convenience for acquisition of car driving license; and
- (d) carry out ~~other~~ other measures necessary for the performance of the duties of the Experts, the Senior Volunteers and the Missions.

2. The motor vehicles mentioned in paragraph 1 shall be subject to payment of taxes including customs duties if they are subsequently sold or transferred within the Kingdom of Cambodia to individuals or organizations not entitled to exemption from such taxes or similar privileges.

3. The Royal Government of Cambodia shall accord the Experts, the Senior Volunteers, members of the Missions and their families such privileges, exemptions and benefits as are no less favorable than those accorded to experts, senior volunteers, members of missions and their families of any third country or of any international organization performing a similar mission in the Kingdom of Cambodia.

## ARTICLE VI

The Royal Government of Cambodia shall bear claims, if any arises, against the Experts, the Senior Volunteers and members of the Missions resulting from, occurring in the course of, or otherwise connected with, the performance of their duties, except when the two Governments agree that such claims arise from gross negligence or willful misconduct on the part of the Experts, the Senior Volunteers or members of the Missions.

## ARTICLE VII

1. (1) In case JICA provides the Royal Government of Cambodia with equipment, machinery and materials, the Royal Government of Cambodia shall exempt such equipment, machinery and materials from consular fees, taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import license and certificate of foreign exchange coverage, in respect of the importation. The equipment, machinery and materials mentioned above shall become the property of the Royal Government of Cambodia upon being delivered c.i.f. at the port of the disembarkation to authorities concerned of the Royal Government of Cambodia.

(2) In case JICA provides the Royal Government of Cambodia with equipment, machinery and materials, the Royal Government of Cambodia shall exempt such equipment, machinery and materials from taxes including value added tax and fiscal charges in respect of the local purchase.

(3) The equipment, machinery and materials mentioned in sub-paragraph (1) and (2) shall be utilized for the purpose specified in the arrangements referred to in Article II of this Agreement unless otherwise agreed upon between the authorities concerned of the two Governments.

(4) The expenses for the transportation within the Kingdom of Cambodia of the equipment, machinery and materials mentioned in sub-paragraph (1) and (2) and the expenses for their replacement, maintenance and repair shall be borne by the Royal Government of Cambodia.

2. (1) The equipment, machinery and materials, prepared by the Government of Japan, necessary for the performance of the duties of the Experts, the Senior Volunteers and members of the Missions shall remain the property of the Government of Japan unless otherwise agreed upon between the authorities concerned of the two Governments.



(2) The Royal Government of Cambodia shall exempt the Experts, the Senior Volunteers and members of the Missions from consular fees, taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import license and certificate of foreign exchange coverage, in respect of the importation of the equipment, machinery and materials mentioned in sub-paragraph (1).

(3) The Royal Government of Cambodia shall exempt the Experts, the Senior Volunteers and members of the Missions from taxes including value added tax and fiscal charges in respect of the local purchase of the equipment, machinery and materials mentioned in sub-paragraph (1).

#### ARTICLE VIII

The Royal Government of Cambodia shall maintain close contact, through organizations designated by it, with the Experts, the Senior Volunteers and members of the Missions.

#### ARTICLE IX

1. The Royal Government of Cambodia shall admit JICA to maintain an overseas office of JICA in the Kingdom of Cambodia (hereinafter referred to as the "Office") and shall accept a resident representative and his/her staff to be dispatched from Japan (hereinafter referred to as the "Representative" and the "Staff" respectively) who perform the duties to be assigned to them by JICA relative to the technical cooperation programs under this Agreement in the Kingdom of Cambodia.

2. The Royal Government of Cambodia shall:

- (1) (a) exempt the Representative, the Staff and their families from taxes including income tax and fiscal charges imposed on or in connection with salaries and any allowances remitted to them from overseas;
- (b) exempt the Representative, the Staff and their families from consular fees, taxes including customs duties and fiscal charges, as well as from the requirement of obtaining import license and certificate of foreign exchange coverage, in respect of the importation of:

- (i) luggage;
  - (ii) personal effects, household effects and consumer goods; and
  - (iii) one motor vehicle per Representative, per Staff, per family of the Representative and per that of the Staff assigned to stay in the Kingdom of Cambodia;
- (c) exempt the Representative, the Staff and their families who do not import any motor vehicle into the Kingdom of Cambodia from taxes including value added tax and fiscal charges in respect of the local purchase of one motor vehicle per Representative, per Staff, per family of the Representative and per that of the Staff;
- (d) exempt the Representative, the Staff and their families from the registration fee of the motor vehicles mentioned in (b)(iii) and (c);
- (e) permit the Representative, the Staff and their families to enter, leave and sojourn in the Kingdom of Cambodia for the duration of their assignment therein, offer them the convenience for procedures of alien registration requirements, and exempt them from consular fees;
- (f) issue identification cards and special passes to the Representative and the Staff to enter airport/seaport beyond passport control point to receive and send off the Experts, the Senior Volunteers and members of the Missions;
- (g) offer the Representative, the Staff and their families the convenience for acquisition of car driving license; and
- (h) carry out other measures necessary for the performance of the duties of the Representative and the Staff;
- (2) (a) exempt the Office from consular fees, taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import license and certificate of foreign exchange coverage, in respect of the importation of the equipment, machinery, motor vehicles and materials necessary for activities of the Office;



- (b) exempt the Office from taxes including value added tax and fiscal charges in respect of the local purchase of the equipment, machinery, motor vehicles and materials necessary for the functions of the Office; and
- (c) exempt the Office from taxes including income tax and fiscal charges imposed on or in connection with office expenses remitted from overseas.

3. The motor vehicles mentioned in paragraph 2 shall be subject to payment of taxes including customs duties if they are subsequently sold or transferred within the Kingdom of Cambodia to individuals or organizations not entitled to exemption from such taxes or similar privileges.

4. The Royal Government of Cambodia shall accord the Representative, the Staff and their families as well as the Office such privileges, exemptions and benefits as are no less favorable than those accorded to representatives, staff and their families as well as offices of any third country or of any international organization performing a similar mission in the Kingdom of Cambodia.

#### ARTICLE X

The Royal Government of Cambodia shall take necessary measures to ensure security of the Experts, the Senior Volunteers, members of the Missions, the Representative, the Staff and their families staying in the Kingdom of Cambodia.

#### ARTICLE XI

The Royal Government of Cambodia and the Government of Japan shall consult with each other in respect of any matter that may arise from or in connection with this Agreement.

#### ARTICLE XII

1. The provisions of this Agreement shall also apply, after the entering into force of this Agreement, to the specific technical cooperation programs which have commenced prior to the entering into force of this Agreement, and to the Experts, the Senior Volunteers, members of the Missions, the Representative, the Staff and their families staying in the Kingdom of Cambodia as well as to the equipment, machinery and materials related to the said programs.

2. The termination of this Agreement shall neither affect the specific technical cooperation programs being carried out until the date of the completion of the said programs, unless otherwise decided upon by mutual consent between the two Governments, nor affect the privileges, exemptions and benefits accorded to the Experts, the Senior Volunteers, members of the Missions, the Representative, the Staff and their families staying in the Kingdom of Cambodia for the performance of their duties in connection with the said programs.

#### ARTICLE XIII

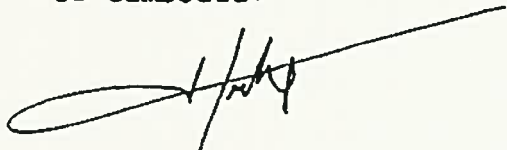
1. This Agreement shall enter into force on the date of the signature thereof.

2. This Agreement shall remain in force for a period of one year, and shall be automatically renewed every year for another period of one year each, unless either Government has given to the other Government at least six months' written advance notice of its intention to terminate the Agreement.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Agreement.

DONE in duplicate in English at Phnom Penh on June 17, 2003.

For the Royal Government  
of Cambodia:



For the Government of  
Japan:

川口順子