

**ANNEX 5**  
**RECORD OF DISCUSSIONS (Draft)**

**BETWEEN**  
**JAPAN INTERNATIONAL COOPERATION AGENCY**  
**AND**  
**THE AUTHORITIES CONCERNED OF THE ROYAL GOVERNMENT OF CAMBODIA**  
**ON**  
**JAPANESE TECHNICAL COOPERATION**  
**FOR**  
**THE PROJECT FOR ENHANCING THE INVESTMENT-RELATED SERVICE OF**  
**COUNCIL FOR THE DEVELOPMENT OF CAMBODIA (CDC)**

With reference to the technical cooperation project concerning the Project for Enhancing the Investment-related Service of Council for the Development of Cambodia (hereinafter referred to as "CDC"), Japan International Cooperation Agency (hereinafter referred to as "JICA") exchanged views and had a series of discussions through the Chief Representative of JICA in the Kingdom of Cambodia (hereinafter referred to as "Cambodia"), with the Cambodian authorities concerned with respect to desirable measures to be taken by JICA and the Royal Government of Cambodia for the successful implementation of the above-mentioned Project.

As a result of the discussions, and in accordance with the provisions of the Agreement on Technical Cooperation between the Government of Japan and the Royal Government of Cambodia, signed at Phnom Penh on June 17<sup>th</sup>, 2003 (hereinafter referred to as "the Agreement"), JICA and the Cambodian authorities concerned agreed to recommend to their respective Governments the matters referred to in the document attached hereto.

Phnom Penh, XX September 2010

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Yasujiro SUZUKI  
Chief Representative  
Cambodia Office  
Japan International Cooperation Agency

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Sok Chenda Sophea  
Minister attached to the Prime Minister  
Secretary General  
Council for the Development of Cambodia

## THE ATTACHED DOCUMENT

### I. COOPERATION BETWEEN JICA AND THE ROYAL GOVERNMENT OF CAMBODIA

1. The Royal Government of Cambodia will implement the Project for Enhancing the Investment-related Service of Council for the Development of Cambodia (hereinafter referred to as "the Project") with the cooperation of JICA.
2. The Project will be implemented in accordance with the Master Plan which is given in Annex I.

### II. MEASURES TO BE TAKEN BY JICA

In accordance with the laws and regulations in force in Japan and the provisions of Article III of the Agreement, JICA, as the executing agency of the Government of Japan for technical cooperation, will take, at its own expense, the following measures according to the normal procedures of the Technical Cooperation Scheme in Japan.

#### 1. DISPATCH OF JAPANESE EXPERTS

JICA will provide the services of the Japanese experts as listed in Annex II.

#### 2. PROVISION OF MACHINERY AND EQUIPMENT

JICA will provide equipment and other materials (hereinafter referred to as "the Equipment") necessary for the implementation of the Project. The Provisions of Article VII of the Agreement will be applied to the Equipment.

#### 3. TRAINING OF THE CAMBODIAN PERSONNEL

JICA will accept the selected Cambodian personnel connected with the Project for technical training in Japan and/or third country. The participants and the contents of the training are to be decided upon the basis of the Project.

### III. MEASURES TO BE TAKEN BY THE ROYAL GOVERNMENT OF CAMBODIA

1. The Royal Government of Cambodia will take necessary measures to ensure that the self-reliant operation of the Project will be sustained during and after the period of Japanese technical cooperation, through full and active involvement in the Project by all related authorities, beneficiary groups and institutions.
2. The Royal Government of Cambodia will take necessary measures to ensure that the knowledge and experience acquired by the Cambodian personnel as a result of the Japanese technical cooperation will be utilized effectively in the implementation of the Project and contribute to the economic and social development of Cambodia.
3. In accordance with the provisions of Article V of the Agreement, the Royal Government of Cambodia will provide services of Cambodian counterpart personnel and administrative personnel as listed in ANNEX III.
4. The Royal Government of Cambodia will provide suitable office and facilities as listed in ANNEX IV. In accordance with the provisions of Article V of the Agreement, the Royal Government of Cambodia will provide the suitable office facilities listed in ANNEX IV.
5. In accordance with the laws and regulations in force in Cambodia, the Royal Government of Cambodia will take necessary measures to supply or replace, at its own expense, machinery, equipment, instrument, tools, spare parts and any other materials necessary for the implementation of the Project, other than the Equipment provided by JICA under II-2 above.
6. In accordance with the laws and regulations in force in Cambodia, the Royal Government of Cambodia will take necessary measures to meet the running expenses necessary for the implementation of the Project.

#### IV. ADMINISTRATION OF THE PROJECT

1. Secretary General of Cambodian Investment Board (hereinafter referred to as "CIB"), as the Project Director, will bear overall responsibility for the administration and implementation of the Project.
2. Deputy Secretary General of CSEZB, as the Deputy Project Director, will also bear overall responsibility for the administration and implementation of the Project.
3. Deputy Director of Public Relation and Investment Promotion Department, as the Project Manager, will be responsible for the managerial and technical matters pertaining to the implementation of the Project.
4. Japanese experts will provide necessary recommendations and advice to the Project Director and the Project Manager on any matters pertaining to the implementation of the Project.
5. Japanese experts will give necessary technical guidance and advice to Cambodian counterpart personnel on technical matters pertaining to the implementation of the Project.
6. For the effective and successful implementation of technical cooperation for the Project, a Joint Coordinating Committee will be established and its functions and composition are described in Annex V.

#### V. JOINT EVALUATION

Evaluation of the Project will be conducted jointly by JICA and the Cambodian authorities concerned at the end of the cooperation term in order to examine the level of achievement.

## VI. CLAIMS AGAINST JAPANESE EXPERTS

The Royal Government of Cambodia undertakes to bear claims, if any arises, against the Japanese experts engaged in technical cooperation for the Project resulting from, occurring in the course of, or otherwise connected with the discharge of their official functions in Cambodia except for those arising from the willful misconduct or gross negligence of the Japanese experts.

## VII. MUTUAL CONSULTATION

There will be mutual consultation between the Royal Government of Cambodia and JICA on any major issues arising from, or in connection with the Project.

## VIII. MEASURES TO PROMOTE UNDERSTANDING OF AND SUPPORT FOR THE PROJECT

For the purpose of promoting support for the Project among the people of Cambodia, the Royal Government of Cambodia will take appropriate measures to make the Project widely known to the people of Cambodia.

## IX. TERM OF COOPERATION

The duration of the technical cooperation for the Project under this Attached Document will be two (2) years and three (3) months starting from Japanese Fiscal Year 2010.

### LIST OF ANNEXES

- ANNEX I      MASTER PLAN
- ANNEX II     LIST OF JAPANESE EXPERTS
- ANNEX III    LIST OF CAMBODIAN COUNTERPART AND ADMINISTRATIVE  
PERSONNEL
- ANNEX IV     LIST OF FACILITIES
- ANNEX V      JOINT COORDINATING COMMITTEE