

Basic Agreement

between

the Government of the Kingdom of Cambodia

and

the Government of the Federal Republic of Germany

on the secondment of development workers

of the German Development Service

the Government of the Kingdom of Cambodia

and

The Government of the Federal Republic of Germany

desiring to intensify the friendly relations existing between the two states and peoples,

intending to regulate the participation of the development workers of the German Development Service in specific development projects in Cambodia,

have agreed as follows:

Article 1

(1) The Government of the Federal Republic of Germany shall, at the request of the Government of the Kingdom of Cambodia, second development workers of the German Development Service to work in fields selected jointly by the Government of the Kingdom of Cambodia and the German Development Service.

(2) The Government of the Federal Republic of Germany shall entrust the German Development Service with the implementation of intergovernmental agreements on the secondment of development workers. The details of implementation shall in each case be the subject of arrangements between the German Development Service and the agencies charged by the Government of the Kingdom of Cambodia.

(3) Development workers within the meaning of this Agreement are fully-trained specialists who wish to work in Cambodia without gainful intent in order to promote specific projects in the Kingdom of Cambodia.

Article 2

Before their arrival in Cambodia the development workers shall be suitably prepared by the German Development Service. After their arrival in Cambodia they shall attend an introductory course to be specially organized for them.

Article 3

(1) The German Development Service shall, after consultations with and at the request of the Government of the Kingdom of Cambodia, second a resident coordinator of the German Development Service to Cambodia.

(2) The resident coordinator shall be the permanent representative of the German Development Service in Cambodia.

(3) The resident coordinator shall in particular

a) prepare the assignment of development workers and see to it that the commitments of the German Development Service in Cambodia are met;

b) examine proposals for cooperation projects;

c) ensure that the development workers receive the advice, assistance and supplies they need to perform their tasks;

Article 4

(1) The Government of the Kingdom of Cambodia shall grant assistance and protection to the development workers of the German Development Service, the resident coordinator and his/her deputies as well as members of their families. It shall inform the Embassy of the Federal Republic of Germany and the resident coordinator of the German Development Service about all matters relating to the presence of the development workers in Cambodia.

(2) The Government of the Kingdom of Cambodia may request the Government of the Federal Republic of Germany to have development workers recalled if their conduct gives cause for such action. It shall, however, avail itself of this right only after having informed the resident coordinator of the German Development Service in Cambodia of its intention.

Article 5

The Government of the Kingdom of Cambodia shall permit the development workers, the resident coordinator and his/her deputies, as well as members of their families, to enter or leave the country at any time, free of charge and without hindrance, and grant them the necessary work and residence permits.

Article 6

The Government of the Kingdom of Cambodia shall issue to the development workers, the resident coordinator and his/her deputies documents of identification as required for the performance of their tasks.

Article 7

(1) The Government of the Kingdom of Cambodia shall assume liability in place of the development workers in respect of any damage to third parties caused by them in carrying out a task assigned to them in accordance with this Agreement. Any claim against the development workers shall to that extent be precluded.

(2) The Government of the Kingdom of Cambodia may not assert any claim for compensation against the development workers, irrespective of any legal foundation of such claim, unless they have caused the damage wilfully or through gross negligence.

(3) The Government of the Federal Republic of Germany shall give the Government of the Kingdom of Cambodia any information and other assistance it may require in dealing with a case under this article.

Article 8

The Government of the Kingdom of Cambodia shall exempt the development workers, the resident coordinator and his/her deputies from all direct taxes and similar charges as well as social security contributions on payments made to them by the German side for their work under this Agreement.

Article 9

- (1) Except for foodstuffs and beverages, the personal effects of the development workers, including materials and professional equipment owned and imported by them as their Initial outfit, shall be free of import and export duties and other charges.
- (2) Except for foodstuffs and beverages, the personal effects including furniture and fittings, as well as items intended for the personal use of the resident coordinator and any other full-time staff seconded by the German Development Service, shall be free of import and export duties and other charges.
- (3) Such items and materials must be imported in connection with their owner's entry into the country. This condition shall be deemed by the customs authorities to be fulfilled if the interval between the entry of the owner and the arrival of the items and materials does not exceed six months.
- (4) The resident coordinator and other full-time staff seconded by the German Development Service will further be exempt from paying import and export duties and other charges for replacement items if the items imported in accordance with paragraph 2 above have become unusable or have been lost. A report on such lost or unusable items shall be conveyed to the Ministry of Foreign Affairs and International Cooperation.
- (5) The development workers, the resident coordinator and his/her deputies as well as other full-time staff shall be exempt from paying import and export duties and other charges for one motor vehicle for each person, provided they are employed for a reasonable period of time.

Article 10

- (1) If the German Development Service acquires or imports project or official vehicles, technical materials and equipment required for the performance of tasks assigned to development workers or the German Development Service or required as supplies for development workers, such items shall be subject to the provisions on duty-free and tax-free importation, the only fees payable being those for services rendered (e.g. road tolls and statistical fees).
- (2) The Government of the Kingdom of Cambodia shall definitively exempt the said items from customs duties and other charges if they are transferred to the Government of the Kingdom of Cambodia free of charge or are re-exported. If the German Development Service sells the items, they shall be subject to customs duty on the basis of their current value.

Article 11

- (1) This Agreement shall enter into force on the date of signature thereof.
- (2) This Agreement may be denounced in writing by either Contracting Party at any time subject to three months' previous notice. Such period shall commence on the date on which notice of termination is received by the other Contracting Party.
- (3) After the expiry of this Agreement, its provisions shall continue to apply to development projects which have already started.

Done at Phnom Penh on 21 June 2000

in duplicate in the German, Cambodian and English languages, all three texts being authentic. In case of divergent interpretations of the German and Cambodian texts, the English text shall prevail.

For the Government of
the Kingdom of Cambodia

A handwritten signature in black ink, appearing to be a stylized name or set of initials, possibly 'H. Kim' or similar, written on a light-colored rectangular stamp.

For the Government of
the Federal Republic of Germany

A handwritten signature in black ink, appearing to be the name 'Rov', written on a light-colored rectangular stamp.