

SPECIFIC AGREEMENT

Between

The KINGDOM OF CAMBODIA

And

The KINGDOM OF BELGIUM

on

**INSTITUTIONAL STRENGTHENING AND CAPACITY BUILDING FOR
NAVIGATION IN CAMBODIA**

The Kingdom of Belgium, hereinafter referred to as “Belgium”

And

The Kingdom of Cambodia, hereinafter referred to as “Cambodia”,

Parties to this Agreement;

Considering the “General Agreement on Cooperation between the Kingdom of Belgium and the Kingdom of Cambodia”, signed in Brussels on May the 29th of 2001;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 - Object of the Agreement

- 1.1 This Specific Agreement concerns the cooperation between Cambodia and Belgium with regard to the “Institutional Strengthening and Capacity Building for Navigation in Cambodia”, hereinafter called <<the Project>>.
- 1.2 The general objective of the Project is to reduce poverty in Cambodia through interventions in its under-utilized Navigation Sector
- 1.3 The specific objective of the Project is:
To enhance the capacity of Cambodia National Mekong Committee (CNMC), the Ministry of Public Works and Transport (MPWT) and line agencies and the Mekong River Commission (MRC) Navigation unit and the establishment of a comprehensive and effective navigation programme at MRC.
- 1.4 The Operational, Technical and Financial Document, describing the Project in detail is attached hereto and is an integral part of this Specific Agreement. The text of articles 1 to 8 will however prevail over the Operational, Technical and Financial Document in the event of contradictions or differences in interpretations.

ARTICLE 2 - Responsibilities of the Parties

2.1. Cambodia designates:

- The Cambodia National Mekong Committee as the overall coordinating agency for the implementation of this Agreement;
- The Mekong River Commission as being responsible for the general execution of the project.

2.2. Belgium designates:

- the “Directorate-General for International Cooperation” of the Federal Public Service Foreign Affairs, Foreign trade and Development Cooperation, hereinafter referred to as DGIC, as the Belgian administrative entity responsible for the Belgian contribution. DGIC is represented in Cambodia by the Counsellor for International Co-operation based in Phnom Penh.
- the “Belgian Technical Cooperation”, hereinafter referred to as BTC, as the Belgian entity responsible for executing and following up the Project. BTC is represented in Cambodia by its Resident Representative in Phnom Penh.

ARTICLE 3 - Contribution and obligations of the Parties

3.1. The Belgian grant contribution to the Project is estimated at 491,000.00EUR, in kind.

3.2. Belgium will take all the institutional, administrative and budgetary measures necessary for the implementation of the Belgian contribution to the Project and the correct implementation of the Project, taking into account the content of this Specific Agreement including its attached Operational, Technical and Financial Document and in particular by the following:

3.2.1. As for international technical advisers:

- to assign the Navigation Program Manager and the Inland and Maritime Waterways specialist/Training Coordinator after approval by Cambodia;
- to bear the costs for salary, social insurance, travel to duty station and accommodation for these advisers and their family members;
- to bear the costs of travelling on duty, including accommodation for these advisers

3.2.2. As for consultancy services:

- to provide consultancy services as deemed necessary for specialised and specific tasks and activities of the Project.

- 3.2.3. As for Scholarships:
 - to bear the costs of Scholarship within the limits of the budget;
- 3.2.4. As for equipment, translation and operation:
 - to bear the costs of equipment goods, translation and operation within the limits of the budget.
- 3.3. Cambodia will take all institutional, administrative and budgetary measures required for the Cambodian contribution to the Project. Cambodia will contribute to the implementation of the Project by the inputs described in the Operational Technical and Financial Document attached to this Specific Agreement, and in particular by the following:
 - 3.3.1. to facilitate free-of-charge access to all documentation required for the execution of the project activities;
 - 3.3.2. to allow the Project Management Unit referred to in article 4 of the present Agreement to open a convertible bank account, administered by the Navigation Program Manager on behalf of BTC;
 - 3.3.3. As for international experts and consultants:
 - to assist the international experts and their families with respect to obtaining free of charge the necessary visas and any other documents required for their stay in Cambodia;
 - to grant all international personnel employed for the Project in Cambodia pursuant to this Specific Agreement, the privileges and immunities as outlined in the “General Agreement on Co-operation between the Kingdom of Belgium and the Kingdom of Cambodia”.
 - to provide all usual assistance to the international experts in order for them to accomplish their tasks relevant to the execution of the Project.
 - 3.4.4. As for Cambodian Project staff:
 - to bear the salaries of the Cambodian Project staff involved in the Project
 - 3.4.5. As for equipment and consumables:
 - to exempt all goods and equipment for the Project from custom duties or any other type of taxation;
 - to provide office furniture and equipment..
 - 3.4.6. As for infrastructure:
 - to provide appropriate office premises and infrastructure

ARTICLE 4 - Monitoring and management of the Project

- 4.1. A Joint Local Consultative Body hereinafter called 'Steering Committee' shall be set up and mandated as specified in the Operational, Technical and Financial Document.
The CNMC will chair the Steering Committee meetings. The Steering Committee shall meet at least twice during the period of the project or on demand of one of its members. The Steering Committee will take its decisions by consensus.
- 4.2. A Project Management Unit shall be in charge of the daily management of the Project and of the secretariat of the Steering Committee meetings.

ARTICLE 5 - Reporting and evaluation

- 5.1. The Project shall be subject to a mid-term review mission carried out by the Steering Committee.
- 5.2. The Project may also be subject to evaluation and audit missions by both parties, jointly or separately, at any moment of the Project's implementation.
- 5.3. All documents and data that proceed from the activities of the Project are the property of the Parties and will mention the bilateral origin of the Project work.

ARTICLE 6 - Duration, extension, termination, modifications and litigation

- 6.1. This Agreement has a duration of 24 months starting from the date of its signing.
- 6.2. The Project implementation period, estimated at 18 months, will start on the date of approval by Cambodia of the first technical adviser.
- 6.3. This Agreement may be extended or modified by Exchange of Letters communicated through diplomatic channels.
- 6.4. Each of the Parties may terminate this Agreement at any time, by giving a three months' notice to the other party.
- 6.5. Any disputes arising in connection with the implementation of this Specific Agreement and its measures of application shall be settled by way of bilateral negotiation. In the event that it proves impossible to resolve disputes in that way, such disputes shall be subject to the procedures laid down in the United Nations Charter

ARTICLE 7 – Notifications

7.1. All notifications related to this Specific Agreement and more specifically modifications and interpretation of this Agreement, shall be communicated through diplomatic channels at the following addresses:

for Cambodia, to:

The Ministry of Public Works and Transport
Cambodia National Mekong Committee
23, Mao Tse Tung Road,
Boeung Keng Kang, Chamcar Mon,
Phnom Penh, Cambodia.

for Belgium, to:

The Counsellor for International Cooperation
Embassy of Belgium - DGIC
No 6 Street 306, Boeung Keng Kang Hoan
Klem District
Phnom Penh - Cambodia

7.2. All notifications related to the technical execution of this Agreement, as mentioned in the Operational, Technical and Financial Document, shall be addressed at the following institutions:

for Cambodia, to

Mekong River Commission Secretariat
P.O. Box 112
364, M.V preah monivong, District 1
Phnom Penh- Cambodia

for Belgium, to:

Belgian Technical Cooperation
BTC Resident Representative
N^o 32 Street 214
Sangkat Boeung Rang, Daun Penh
Phnom Penh - Cambodia

ARTICLE 8 - Final dispositions

This Specific Agreement will enter into force on the date of its signature by both Parties.

In witness whereof the undersigned being duly authorized thereto have signed the present Specific Agreement.

Done in Phnom Penh, on 29 – Oct 2002 in two originals in the English language.

For the Kingdom of CAMBODIA



For the Kingdom of BELGIUM

