

**SPECIFIC AGREEMENT**

**between**

**THE KINGDOM OF CAMBODIA**

**and**

**THE KINGDOM OF BELGIUM**

**on the cooperation project**

**“Basic Education and Teacher Training (BETT)  
in the provinces of Siem Reap, Otdar Meanchey and  
Kampong Cham”**

**The Kingdom of Cambodia**

**and**

**The Kingdom of Belgium,**

Hereafter referred to as “the Parties”;

Considering the relations of friendship and solidarity existing between the two countries;

In view of the General Agreement on Cooperation between the Kingdom of Belgium and the Kingdom of Cambodia, signed in Brussels on the 29th day of May 2001;

**Have agreed as follows**

#### **Article 1 - Object of the Agreement**

Under the present Specific Agreement, the Parties undertake to find the implementation of the project “Basic Education and Teacher Training (BETT) in the provinces of Siem Reap, Otdar Meanchey and Kampong Cham” hereafter referred to as “the project”, with the following objectives:

**The overall objective is:** “To contribute to poverty reduction in line with the second Socio-Economic Development Plan (SEDP II) targets and with the Millennium Development Goal to eradicate extreme poverty”.

**The specific objective is:** “To contribute to improved quality of, and equitable access to basic education in the provinces of Kampong Cham, Siem Reap and Otdar Meanchey within the framework of the Education Sector Support Programme (ESSP). This specific objective relates to the second Millennium development goal on universal primary education”.

The technical and financial file (TFF) describing the Project in detail is attached hereto and is an integral part of this Specific Agreement. The text of articles 1 to 12 of the Specific Agreement will however prevail over the technical and financial file in the event of contradictions or differences in interpretation.

## **Article 2 - Responsibilities of the Parties**

- 2.1. The Cambodian Party designates the Ministry of Education, Youth and Sports, hereafter referred to as “MoEYS”, as the responsible agency charged with carrying out the project.
- 2.2. The Belgian Party designates the Directorate-General for Development Cooperation, of the Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation, hereafter referred to as “DGDC”, as the administrative and financial entity responsible for its contribution to the project.  
DGDC is represented in Cambodia by the Counsellor for Cooperation Development in Phnom Penh.
- 2.3. The Belgian Party charges the Belgian Technical Cooperation, a Belgian public-law company with social purposes, hereafter referred to as “BTC”, with performing its commitments in terms of implementing and following up the project.  
BTC is represented in Cambodia by its Resident Representative in Phnom Penh.

## **Article 3 - Cost of the project**

The total cost of the project has been estimated at EUR 11,470,074.00 of which:

- 11,641,915,864 Riels equivalent to EUR 2,720,074.00 as at the date of signature shall be borne by the Cambodian Party, and
- EUR 8,750,000.00 (equivalent to 37,450,000,000 Riels as at the date of signature of the present Agreement) shall be borne by the Belgian Party.

## **Article 4 - Obligations of the Parties**

Each of the Parties commits itself to take in due course all the institutional, administrative and budgetary measures required to fulfil its obligations as set forth in the present Agreement.

### **4.1. Cambodian contribution**

The contribution of the Cambodian Party cited in Article 3 shall, essentially, cover costs for personnel, and for operation and provision of infrastructure.

In the event that taxes or fees are payable under Cambodian law, these shall be borne by the Cambodian Party, in accordance with Article 7 below.

### **4.2. Belgian contribution**

The contribution of the Belgian Party cited in Article 3 shall essentially cover the cost of activities required to achieve the specific objective and shall be provided for the project in the form of a non-refundable financial contribution, of personnel services and of international expertise.

These various forms of assistance shall be delivered to the Project through BTC. To that end, an agreement shall be concluded between Belgium and BTC in application of Article 2.3.

## **Article 5 - Joint local consultative body (JLCB) of the project**

The Parties agree to create, on signature of the present Agreement, a Joint Local Consultative Body, hereinafter called “Steering Committee” (SC).

### **5.1. Mandate of the SC**

The SC is mandated to:

- set up the structures required to carry out the project;
- supervise the implementation of the commitments taken by the Parties;
- assess the progress of the project and the results achieved on the basis of project implementation reports;
- approve the project activity plans;
- keeping in mind the entire feasibility of the project, approve adjustments or modifications of the TFF, provided that such changes do not alter the project’s general and specific objectives nor the overall budget fixed by the present Agreement,
- make recommendations to the competent authorities of both Parties;
- solve any human resource management problems, jointly evaluate the competence and achievements of the various personnel supplied to the project, and take any support or remedial measures required;
- solve all management problems that may arise regarding financial or material resources in order to ensure that the project runs smoothly;
- approve the final report and close the project.

### **5.2. Composition of the SC**

The Steering Committee is composed of:

- the Secretary of State or his delegate the Under Secretary of State, representative of the presiding supervisory responsible agency (MoEYS) mentioned in Article 2.1; also Project authorising officer in accordance with Article 6.1
- the representative of the Council for the Development of Cambodia (CDC)
- the Counsellor for Development Cooperation mentioned in Article 2.2;
- the Resident Representative of BTC mentioned in Article 2.3, also project co-authorising officer in accordance with Article 6.1;
- the Director General of Administration and Finance;
- the Director General of Education;
- the Secretary General of Education For All (EFA), Director of Teacher Training Department;
- the Director of Planning Department;
- the Director of Primary Education Department;
- the Director of Secondary Education Department;
- the Director of Pedagogical Research Department;

- the Director of the Educational Services of the province of Siem Reap;
- the Director of the Educational Services of the province of Kampong Cham;
- the Director of the Educational Services of the province of Otdar Meanchey;
- the Representative of the Khmer Teachers' Association.

or their respective delegate.

The SC may invite as observer or expert any other person contributing to the project.

### 5.3. **Organisation of SC meetings**

The SC makes its own internal rules within the limits of the other provisions of the present Agreement.

The Steering Committee is convened and chaired by the, Secretary of State MOEYS or his delegate, the Under Secretary of State.

The Steering Committee normally meets once a year upon invitation of its Chairman or extraordinarily if so requested by a member.

The Steering Committee takes decisions by consensus.

The proceedings of each meeting are recorded in Minutes signed by all members.

The Steering Committee shall also meet no later than three months before completion of project activities to study the draft final report drawn up in accordance with BTC standards.

## **Article 6 - General implementation of the contributions of the respective Parties**

### 6.1. **Non-refundable Belgian financial contribution**

1. This financial contribution earmarked for funding the project activities shall be managed jointly by a Cambodian authorising officer responsible for approving payments and settling the bills chargeable to the Belgian contribution and by the Resident Representative of BTC in his/her capacity of co-authorising officer responsible for co-approving the said payment.

2. This financial contribution shall be transferred by BTC by instalments to one or more bank account(s) opened in the name of the project by the Cambodian (MoEYS) Party.

This/these account(s) shall operate under the double signature of both the authorising officer and the co-authorising officer.

3. The interest generated by funds on the bank account(s) shall be added to the total budget of the project and shall be managed in the same way.

4. The final detailed bank statement(s) shall be verified by the authorising officer and the co-authorising officer. The use, for the financing of activities in the same sector, of funds remaining on the account(s) at the end of the project shall be agreed jointly by the Parties.

5. Awarding of contracts

In the awarding of supply, works and service contracts, the appropriate Cambodian legislation shall be applied.

Nevertheless, for orders totalling the equivalent of EUR 25.000,00 or more, the preliminary agreement of the authorising officer and of the co-authorising officer is required with regard to the following:

- the method of awarding the contract (general call for tenders, limited call for tenders or negotiated procedure);
- if it is not a general call for tenders, the list and details of companies to be consulted and the criteria applied in drawing up the list; regardless of the final method chosen for awarding the contract, a minimum of three tenderers meeting the agreed criteria must be considered;
- the awarding criteria that shall be applied;
- the proposed award of the contract.

## 6.2. **Provision of expertise mentioned in Article 4.2**

1. These experts shall be hired by BTC.

2. Expatriate personnel shall be subject to the prior approval of the Cambodian Party.

3. Expatriate personnel, with the exclusion of Cambodian nationals, assigned to the project by BTC/CTB, enjoy privileges and immunities as described in Article 8.2. of the General Agreement concluded between the two Parties in May 29th, 2001. However, where required under Belgian law, they are obliged to pay social security contributions.

The Cambodian Party shall issue these personnel a card serving as an identity card for foreigners and shall grant said personnel the visas required under the legislation in force for United Nations' experts working in Cambodia.

6.3 All other procedures regarding implementation of the contributions of the respective Parties are specified in the Technical Financial File.

## **Article 7 - Taxes and import duties**

No part of the Belgian contribution shall be used to pay any taxes, customs or import duties or other tax-related fees (including VAT) on supplies or equipment, labour and services.

## **Article 8 - Reciprocal information**

Each Party shall communicate to the other Party all the information required for the smooth operation of the project, including bank statements for the account(s) mentioned in Article 6.1 of the present Agreement.

## **Article 9 - Monitoring and evaluation**

Each Party is entitled, at any time and at its own expenses, to jointly or separately evaluate and control the project after informing the other Party. In case the evaluation or control is carried out separately, each Party communicates to the other its finding and conclusions

## **Article 10 - Follow-up, of the project**

To guarantee that the results of the project are sustainable, the Cambodian Party shall take all measures necessary to ensure that the project runs smoothly and that the infrastructure, buildings and equipment are properly maintained. Those measures are of institutional, administrative and budgetary nature, including the payment of salaries for executive staff and other personnel.

## **Article 11 - Duration, extension, termination, modifications and disagreements**

- 11.1. The present Agreement shall enter in force on the date of signature and is concluded for a period of 48 months
- 11.2. Each of the Parties may terminate this Agreement at any time through verbal note, by giving a three months' notice to the other Party. Funds remaining on the project accounts shall be reallocated on mutual agreement between the Parties before the expiration of the three months notice.
- 11.3. The provisions of the present Agreement may be modified by Exchange of Letters between the Parties.
- 11.4. Any dispute arising in connection with the understanding or the implementation of this Specific Agreement and its measures of application shall be settled by way of bilateral negotiation.

## **Article 12 - Addresses**

All notifications related to this specific Agreement and more specifically those pertaining to its modification and interpretation shall be communicated through diplomatic channels at the following addresses:

For Cambodia to:

The Ministry of Education, Youth and Sports  
N° 80, Preah Norodom Boulevard, Phnom Penh, Cambodia

For Belgium to:

The Counsellor for Development Cooperation  
Embassy of Belgium DGDC,

N° 28, Street 310, Boeung Keng Kang 1, Phnom Penh, Cambodia

All notifications and correspondence related to the technical execution of this Agreement shall be addressed:

For Cambodia to:

The Ministry of Education, Youth and Sports  
N° 80, Preah Norodom Boulevard, Phnom Penh, Cambodia

For Belgium to:

The BTC Resident Representative,  
C/o Belgian Technical Cooperation,  
N° 32, Street 214, Sangkat Boeung Rang, Phnom Penh, Cambodia

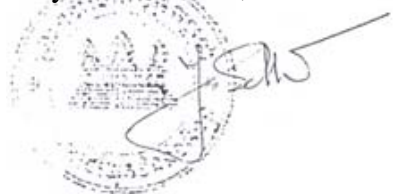
Done in Phnom Penh, on May 15<sup>th</sup> 2003 in two originals each in English language, all texts being equally authentic.

For the Kingdom of Cambodia

IM Sethy

Secretary of State

Ministry of Education, Youth and Sports



For the Kingdom of Belgium

VAESEN Pierre

Ambassador of Belgium