

No. 10577

**JAPAN
and
CAMBODIA**

**Agreement concerning a donation towards the execution of the Prek
Thnot power and irrigation development project (with annex).
Signed at Phnom Penh on 21 March 1969**

Authentic text: French.

Registered by Japan on 1 July 1970.

**JAPON
et
CAMBODGE**

**Accord concernant le don pour les travaux d'exécution du Plan
d'aménagement énergétique et d'irrigation du Prek Thnot (avec
annexe). Signé à Phnom Penh le 21 mars 1969**

Texte authentique: français.

Enregistré par le Japon le 1^{er} juillet 1970.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN
AND THE ROYAL GOVERNMENT OF CAMBODIA CON-
CERNING A DONATION TOWARDS THE EXECUTION
OF THE PREK THNOT POWER AND IRRIGATION DE-
VELOPMENT PROJECT

The Government of Japan and the Royal Government of Cambodia,

Desiring further to strengthen the bonds of friendship and co-operation which exist between the two States,

Considering that the Prek Thnot Power and Irrigation Development Project is of great importance, particularly as regards the endeavours of the Royal Government of Cambodia to develop the Cambodian economy and its constant concern to raise the living standards of the population,

Have agreed as follows:

Article I

1. The Government of Japan shall donate to the Royal Government of Cambodia the sum of one thousand five hundred and seventeen million four hundred thousand yen (¥ 1,517,400,000) (hereinafter referred to as the "Donation") towards the execution of the Prek Thnot Power and Irrigation Development Project (hereinafter referred to as the "Project") as described in the Annex.

2. Disbursements under the Donation shall be effected as from the date of entry into force of this Agreement to cover the purchase of Japanese goods and services under contracts to be concluded in Japanese yen between Japanese suppliers and the Société nationale des grands barrages (hereinafter referred to as the "Corporation").

3. Unless the two Governments agree on an extension, the disbursements referred to in paragraph 2 above shall be made over a period of four years, starting on the date of entry into force of this Agreement, and shall be spread in a reasonable and balanced manner over that period.

¹ Came into force on 1 August 1969, first day of the month following the exchange of communications indicating that, in each State, the constitutional formalities had been completed, in accordance with article IX.

Article II

Notwithstanding the provisions of the preceding article, account shall be taken of the progress of work on the Project in making disbursements under the Donation.

Article III

1. The Government of Japan shall, in accordance with the procedures to be established under article VII of this Agreement, make payments in Japanese yen into the Donation Account opened in the name of the Royal Government of Cambodia to cover commitments entered into by the Corporation under the contracts referred to in article I, paragraph 2.

2. The Government of Japan shall, by making payments in accordance with the provisions of paragraph 1 above and at the time of such payments, be deemed to have made disbursements under the Donation up to the amount of such payments.

Article IV

The Royal Government of Cambodia shall, in matters relating to the maritime transport and insurance of goods purchased under the Donation, impose no restrictions on fair and free competition between maritime transport and insurance companies.

Article V

Japanese nationals whose presence in Cambodia is deemed necessary in connexion with the supply of Japanese goods and services under article I, paragraph 2, shall be accorded every facility for entering and residing in Cambodia in order to perform their work.

Article VI

The Royal Government of Cambodia shall grant exemption from, or the Corporation shall undertake to pay out of its own funds, any tax, duty, fee, commission or other charge which may be levied on Japanese nationals or companies in respect of the following:

- (1) income from their activities in executing the Project;
- (2) the rendering of services by professionals, experts, technicians or employees executing the Project, and remuneration for such services;

- (3) the importation and use of goods or services required for the execution of the Project, as well as the re-exportation of any such goods which are not needed.

Article VII

The procedures and other conditions for the implementation of this Agreement shall be determined by agreement between the two Governments.

Article VIII

The two Governments shall consult one another on any problem arising out of this Agreement or relating thereto.

Article IX

This Agreement shall enter into force on the first day of the month following the exchange of communications indicating that, in each State, the constitutional formalities for the Agreement's entry into force have been completed.

IN WITNESS WHEREOF the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

DONE at Phnom Penh, on 21 March 1969, in duplicate in the French language.

For the Government
of Japan:

K. CHIKARAISHI

For the Royal Government
of Cambodia:

NORODOM PHURISSARA

ANNEX

DEFINITION OF THE PREK THNOT (CAMBODIA) POWER AND IRRIGATION
DEVELOPMENT PROJECT

The Project consists of the first-stage development of power and irrigation on the Prek Thnot River in Cambodia. It is to be carried out over a construction period of approximately three and a half years, at an estimated total cost of the equivalent of US\$27,000,000 of which US\$18,000,000 is the estimated requirement in foreign exchange. It will include the following:

1. An earth and rockfill regulation dam will be constructed at a point approximately 70 kilometres from Phnom Penh. The storage dam will have a total crest length of about 10 kilometres. The main section will rise 28.5 metres above the river bed; elevation of the embankment crest (with parapet) will be 63.25 metres. It is estimated that construction can be completed in three years.

The dam will create a reservoir of an ultimate net capacity of approximately 980 million cubic metres and a reservoir surface area of approximately 196 square kilometres. A 350-metre ungated concrete spillway with a capacity of 4,400 cubic metres a second will be provided.

2. A power station housing two 9 mW turbo-generators will be located at the foot of the dam to provide an estimated annual output of 50 million kWh in mean years and 28 million kWh in dry years. It is estimated that construction can be completed in three and a half years.

3. A diversion weir will be constructed approximately 12 kilometres downstream from the storage dam. It is estimated that construction of the diversion weir can be completed in two years.

4. An irrigation system to provide water for approximately 5,000 hectares will be provided on the left bank of the river in the area traversed by the Phnom Penh-Sihanoukville highway, which it is estimated can be completed in two years.

5. A transmission line will be constructed from the power station to the nearest point on the transmission line between Kirirom and Phnom Penh, and the existing substation in Phnom Penh will be expanded.