

**No. 31229**

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**FRANCE  
and  
CAMBODIA**

**Memorandum of Understanding on cooperation in the field  
of building and public works. Signed at Phnom Penh on  
17 December 1993**

*Authentic texts: French and Khmer.*

*Registered by France on 23 September 1994.*

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**FRANCE  
et  
CAMBODGE**

**Protocole d'accord relatif à la coopération dans le domaine  
du bâtiment et des travaux publics. Signé à Phnom Penh  
le 17 décembre 1993**

*Textes authentiques : français et khmer.*

*Enregistré par la France le 23 septembre 1994.*

## [TRANSLATION — TRADUCTION]

MEMORANDUM<sup>1</sup> OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE KINGDOM OF CAMBODIA ON COOPERATION IN THE FIELD OF BUILDING AND PUBLIC WORKS

The Government of the French Republic and  
The Government of the Kingdom of Cambodia,

Desiring to strengthen the traditional bonds of friendship and cooperation which unite their peoples,

Having as their objective the mobilization of the material, technical and human resources required to meet Cambodia's needs in the field of experimental testing, studies and technical advice in all sectors of construction,

Aware of the benefit to be derived from the establishment by Cambodia of a National Laboratory for Building and Public Works,

Have agreed as follows:

*Article 1*

The two Parties shall cooperate to establish in Cambodia a National Laboratory for Building and Public Works. The terms of such cooperation shall be defined by this Agreement.

*Article 2*

The objective of the Agreement shall be to mobilize the material, technical and human resources needed to equip and operate the Laboratory, whose goal is to meet the country's requirements in terms of studies, experimental testing and technical advice in all sectors of construction.

*Article 3*

The Laboratory, which is to be placed under the auspices of the Cambodian Ministry of Public Works and Transport, shall have a council that is responsible for promoting improvements and conducting supervisory activities.

*Article 4*

The French Party shall assist the Laboratory to:

- Carry out general studies leading to the establishment of regulations adapted to local conditions and research into new techniques aimed at improving the cost-effectiveness of projects and the formulation of standards specific to Cambodia in the field of studies and works;
- Carry out specific studies on soils and on materials and their use, with a view to providing the data needed to ensure the cost-effectiveness and safety of projects;

<sup>1</sup> Came into force on 17 December 1993 by signature, in accordance with article 10.

- Monitor the quality and use of materials;
- Monitor public works with a view to optimizing their management;
- Prepare expert reports and pathological studies;
- Provide technical advice and assistance;
- Train technicians and organize specialized courses jointly with the Institute of Technology of Cambodia; and
- Constitute a technical memory by compiling the information and data gathered.

The establishment of this laboratory and its operation during the initial two-year phase shall be entrusted to the Experimental Centre for Research and Studies on Building and Public Works (CEBTP), a specialized French body, which will second two experts, including a senior engineer who is to act as project chief. The project chief shall work in direct cooperation with the Cambodian Laboratory director.

The project chief shall organize and guide the various laboratory services, train and supervise local personnel, bring the Laboratory's activities to the attention of private and public operators, be responsible for its operation to the supervisory authorities and help in the instruction of soil mechanics and materials at the Institute of Technology of Cambodia.

#### *Article 5*

With a view to the successful completion of the activities described above, the two Parties agree to the following:

(A) The French Party shall, within the limits of its available budgetary resources, assume the cost of financing:

- Equipment;
- Various benefits for Cambodian Laboratory personnel;
- The remuneration of the two experts (one senior engineer and one technician) for a period of two years.

(B) For its part, Cambodia shall undertake to:

- Appoint a director;
- Second to the laboratory from State organizations the engineers and technicians required for its operation. The selection of candidates for such positions shall be made jointly with CEBTP and shall take account of past experience and aptitudes, particularly skills acquired in laboratory activities;
- Make available to the Laboratory premises which have the following characteristics: relative proximity to the ministries and the Institute of Technology; a sufficiently large area (approximately 500 square metres) with external space (approximately 1,000 square metres) that could accommodate a subsequent expansion; connections to the water, electricity and telephone systems; and a state of repair that obviates any major alterations or improvements;
- Fit out premises in accordance with their intended use: offices, laboratory benches, water, electricity, machine bases, etc.;
- Facilitate administrative processes relating to the work of renovating and fitting out existing buildings;

- Grant all import facilities and exempt from taxes and other charges materials, equipment and supplies and in general the execution of loans made by France to Cambodia within the framework of this Agreement.

*Article 6*

France and Cambodia also undertake to facilitate, in accordance with their own legislation, the entry and free movement on their respective territories of personnel who are on permanent assignment to the Laboratory or on mission or in training there.

*Article 7*

The Cambodian party undertakes to exempt from all duties, charges and taxes levied in Cambodia the experts sent by the French party.

*Article 8*

With a view to the coordination and follow-up of the activities undertaken within the framework of this Agreement, consultations shall take place at least once a year between the representatives of the two countries.

Technical reports and the conclusions of research resulting from the work carried out within the framework of this Agreement shall be published jointly or separately with the consent of both parties.

*Article 9*

France may assess, at its expense, the impact of the activities planned in this Agreement in the field of building and public works. Cambodia may associate itself with the conduct of such assessment if it so wishes, in accordance with procedures to be defined, with a view to benefiting directly from the results of the study. Cambodia undertakes to receive the assessment mission sent by France and to facilitate its access to information concerning the project.

*Article 10*

This Agreement shall enter into force on the date of its signature. It is concluded for a period of two years. It may be renewed for a period to be determined by written agreement between the two parties.

DONE at Phnom Penh on 17 December 1993, in duplicate, in the French and Khmer languages, each text being authentic. The French text, however, shall serve as the text of reference.

On behalf of the Government  
of the French Republic:

PASCAL CHARLAT  
Chargé d'affaires a.i. of France

On behalf of the Government  
of the Kingdom of Cambodia:

ING KIETH  
Minister of State  
Minister of Public Works and Transport