

No. 9296

MULTILATERAL

Agreement on administrative arrangements for the Prek Thnot (Cambodia) power and irrigation development Project (with annex). Opened for signature on 23 September 1968 at the United Nations Headquarters, New York

Official texts: English and French.

Registered ex officio on 13 November 1968.

MULTILATÉRAL

Accord sur les arrangements administratifs pour le Plan d'aménagement énergétique et d'irrigation du Prek Thnot (Cambodge) [avec annexe]. Ouvert à la signature le 23 septembre 1968 au Siège de l'Organisation des Nations Unies, à New York

Textes officiels anglais et français.

Enregistré d'office le 13 novembre 1968.

No. 9296. AGREEMENT¹ ON ADMINISTRATIVE ARRANGEMENTS FOR THE PREK THNOT (CAMBODIA) POWER AND IRRIGATION DEVELOPMENT PROJECT. OPENED FOR SIGNATURE ON 23 SEPTEMBER 1968 AT THE UNITED NATIONS HEADQUARTERS, NEW YORK

Agreement between the Governments of Australia, Canada, Federal Republic of Germany, India, Italy, Japan, the Kingdom of the Netherlands, Pakistan, the Philippines, the United Kingdom of Great Britain and Northern Ireland and the Royal Government of Cambodia.

Whereas the Royal Government of Cambodia, encouraged by the outcome of studies put in train by the Committee for Coordination of Investigations of the Lower Mekong Basin (which operates under the aegis of Economic Commission for Asia and the Far East), by the subsequent recommendations of that Committee and of its Advisory Board and by numerous pledges of financial support from friendly countries, has taken a decision to implement forthwith the power and first stage irrigation development on the Prek Thnot River;

Whereas the Secretary-General of the United Nations has made his good offices available;

Whereas, at a meeting for the implementation of the Prek Thnot (Cambodia) Power and Irrigation (5,000 ha) Development Scheme (hereafter referred to as the "Project" as described in the Annex) held under the auspices of the United Nations at Phnom-Penh on the 9th and 10th of September 1968, the representatives of the Governments of Australia, Canada, the Federal Republic of Germany, India, Italy, Japan, the Kingdom of the Netherlands, Pakistan, the Philippines and the United Kingdom of Great Britain and Northern Ireland made declarations with regard to the intention of their respective Governments to assist the Government of Cambodia in carrying out the Project;

Whereas the United Nations Development Programme has undertaken by separate agreement with the Government of Cambodia and the Food and Agriculture Organization of the United Nations to assist in the execution of the Project; and

Whereas it was found necessary to agree on procedures whereby international co-operation for the implementation of the Project would be secured in the most effective way;

¹ Came into force on 13 November 1968, the date on which all Parties mentioned in the preamble of the Agreement had affixed their signatures, in accordance with article XII.

Now therefore the Parties hereby agree as follows :

Article I

DEFINITIONS

Except where the context otherwise requires, the following terms have the following meanings wherever used in this Agreement :

(1) "The Project" means the Prek Thnot (Cambodia) Power and Irrigation Development Project as defined in the Annex.

(2) "Coordinator" means the individual to be appointed, at the request of the Parties, by the Secretary-General of the United Nations.

(3) "Co-operating Members" means the Governments of Australia, Canada, the Federal Republic of Germany, India, Italy, Japan, the Kingdom of the Netherlands, Pakistan, the Philippines and the United Kingdom of Great Britain and Northern Ireland and any Government, or intergovernmental organization which may join this agreement at a later date in accordance with Article 10 of the agreement.

(4) "The Government" means the Government of Cambodia.

(5) "The Corporation" means the Société Nationale des Grands Barrages established under Cambodian Law No. 323 of 28 May 1965, to take charge of construction and operation of the Project.

(6) "The Bank" means the National Bank of Cambodia.

(7) "Bilateral Agreements" means the individual agreements between the Government and each Co-operating Member relating to the latter's assistance in the financing of the Project.

(8) "Parties" means the Co-operating Members and the Government of Cambodia.

Article II

EXECUTION

1. The Government shall assume responsibility for the letting, supervision and administration of all contracts and for the execution of the project. The Government shall appoint the Corporation as its executive agent for the foregoing purposes and the operation of the project. If circumstances require the Government may request the Co-ordinator to consult with Co-operating Members and the United Nations Development Programme in order to provide technical and administrative assistance for the effective functioning of the Corporation; Co-operating

Members and the United Nations Development Programme shall consult on how to meet such additional requests.

2. The Corporation shall use the services of consulting engineers in the execution of the project in accordance with this Agreement. The consulting engineer for the construction of the dam, power station and diversion weir will be the Snowy Mountains Hydro-electric Authority which shall provide designs and specifications to the Corporation and shall advise the Corporation on the letting, supervision and administration of all contracts. The consulting engineer for the designs and specifications for the irrigation system will be appointed by the Food and Agriculture Organization of the United Nations acting as the executing agency of the United Nations Development Programme. The consulting engineer for supervision of the construction of the irrigation system will be the Snowy Mountains Hydro-electric Authority.

3. The Snowy Mountains Hydro-electric Authority will provide engineering advice to the Corporation for the over-all planning and co-ordination of all features of the project; advise the Corporation on variations in contracts or other special measures required in response to unforeseen circumstances; tender advice through the Corporation to the Government and the Co-ordinator on measures necessary to strengthen the technical and administrative organization of the Corporation for the successful execution of the project.

4. The Bank shall undertake, as necessary, the banking operations for the Project relating to contributions from Co-operating Members in accordance with this Agreement.

Article III

CO-ORDINATOR

1. The Parties shall request the Secretary-General of the United Nations to appoint a Co-ordinator. The Co-ordinator shall act in accordance with the provision of this Agreement and such other terms as may from time to time be agreed by consultation among the Parties. The appointment of the Co-ordinator shall be made after consultation with the Parties.

2. The Co-operating Members and the United Nations Development Programme may, pursuant to the procedure set out under Article IV.2, request the Secretary-General of the United Nations to facilitate the provision of professional advice to the Co-ordinator from the appropriate international organizations, including the Advisory Board of the Committee for Co-ordination of Investigations of the Lower Mekong Basin.

Article IV

CO-OPERATING MEMBERS

1. The Co-ordinator shall convene a meeting of the Co-operating Members and the United Nations Development Programme at least twice a year to receive and examine reports and information referred to in Article V.9 and Article VI.6, as well as the budget referred to in Article V.4, and, at any other time, at the request of three or more Co-operating Members. Normally, at least two weeks notice of such meetings shall be given.

2. The Co-operating Members and the United Nations Development Programme may hold consultations concerning measures to be taken for major problems arising in respect of the implementation of the Project, and make recommendations to the Government through the Co-ordinator. The Government shall take due cognizance of such recommendations. In making such recommendations referred to above, the Co-operating Members shall advise the Government whether the recommendation is a consensus or is supported by the majority of the Co-operating Members whose combined contributions also constitute more than half of the total of such contributions.

Article V

USE OF CONTRIBUTIONS

1. Contributions by the Co-operating Members shall be used for or applied exclusively to carry out the Project, subject to such terms and conditions as each Co-operating Member has established in respect of its contribution.

2. The Corporation shall furnish to the Co-ordinator promptly upon their preparation, (i) draft contracts, plans and specifications, cost estimates, plans of construction and construction schedules for the project and (ii) any material modifications subsequently made therein, in such detail as the Co-ordinator shall from time to time request.

3. As soon as possible after the entry into force of this Agreement the Corporation, advised by the consulting engineer and the Co-ordinator, and in consultation with interested individual Co-operating Members shall determine the procedures for tendering and for the arrangement of the contracts, and shall inform the Co-operating Members, it being understood that, in so far as the national regulations of a Co-operating Member so require, any tendering or contracting procedures relating to that Co-operating Member's contribution shall meet such requirements. The responsibility for awarding the main contracts shall rest with the Corporation.