

ECONOMIC, TECHNICAL AND RELATED ASSISTANCE AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE KINGDOM OF CAMBODIA  
AND  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of the Kingdom of Cambodia and the Government of the United States of America,

Having in mind the return of peace to Cambodia after many years of civil war and the creation of a new democracy,

Desiring to enhance the friendly relations existing between the two democratic countries and their peoples, and,

Endeavoring to cooperate and to assist each other in matters of mutual interest to foster economic and social progress and national development in Cambodia.

Agree as follows:

**ARTICLE I**

On the basis of and within the framework of this Agreement, the Government of the United States of America will furnish such economic, technical and related assistance as may hereafter be requested by designated representatives of appropriate agencies of the Government of the Kingdom of Cambodia and approved by representatives of the agency or agencies designated by the Government of the United States of America to administer its responsibilities hereunder. Such assistance shall be subject to the applicable laws and regulations of the United States of America, and shall be made available in accordance with arrangements agreed upon between the above-mentioned representatives, which shall permit assistance directly to the people of Cambodia through public and private non-governmental entities.

**ARTICLE II**

To foster Cambodia's economic and social progress, the Government of the Kingdom of Cambodia will make the full contribution of its resources, including personnel and facilities, permitted by those resources and its general economic condition in furtherance of the purposes, programs, projects and operations for which assistance is made available pursuant to this Agreement. The Government of the Kingdom of Cambodia will take appropriate steps to ensure the effective use of assistance furnished pursuant to this Agreement and will give full information and publicity to the people of the Kingdom of Cambodia concerning programs, projects, and operations hereunder. The Government of

the Kingdom of Cambodia will afford every opportunity and facility without restriction to representatives of the Government of the United States of America to observe and review programs, projects, and operations conducted under this Agreement and records pertaining thereto, and will furnish to those representatives full and complete information they may need to determine the nature, scope and effectiveness of assistance, including programs, projects, and operations, planned or carried out.

### ARTICLE III

In order to assure the maximum benefits to the people of the Kingdom of Cambodia from the assistance to be furnished hereunder, the Government of the Kingdom of Cambodia shall ensure the following:

All property including supplies, materials, equipment, or funds introduced into or acquired in the Kingdom of Cambodia used or to be used in connection with this Agreement, or in furtherance of the purposes, programs, projects and operations for which assistance is made available pursuant to this Agreement, by the Government of the United States of America or by any person or entity, public or private, financed by that Government shall be exempt from any taxes on ownership or use and any other taxes, investment or deposit requirements, and currency controls in the Kingdom of Cambodia and the import, export, acquisition, use or disposition of any such property or funds in connection with this Agreement shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition and any other taxes or similar charges in the Kingdom of Cambodia.

All property including supplies, materials, equipment, introduced into the Kingdom of Cambodia by the Government of the United States of America or by any person or entity, public or private, financed by that Government and used or to be used in connection with this Agreement, or in furtherance of the purposes, programs, projects and operations for which assistance is made available pursuant to this Agreement, upon arrival shall be exempt from any garnishment, attachment, seizure, or other legal process when the Government of the United States of America advises the Government of the Kingdom of Cambodia that such would interfere with the attainment of the objectives of the assistance program, and such property upon arrival in the Kingdom of Cambodia shall be kept safe and secure in customs or any import holding facility by the Government of the Kingdom of Cambodia and promptly released upon request into the custody of designated personnel of the Government of the United States of America or of the person or public or private entity financed by that Government, who shall be afforded full access to the facility to inspect the property as and when requested.

All entities, public or private, who are present in the Kingdom of Cambodia to perform work pursuant to or in connection with this Agreement and that are financed by the Government of the United States of America under this Agreement, shall be exempt from all taxes (whether in the nature of income, profit, business or other tax) duty, or fee of whatsoever nature with respect to work pursuant to or in connection with this Agreement.

All persons, except citizens or permanent residents of the Kingdom of Cambodia, who are present therein to perform work pursuant to or in connection with this Agreement,

shall be exempt from income and social security taxes levied under the laws of the Kingdom of Cambodia, and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such persons and their family members shall receive the same treatment with respect to the payment of customs and import and export duties on personal movable property (including automobiles) imported into the Kingdom of Cambodia for their own use, as is accorded by the Government of the Kingdom of Cambodia to diplomatic personnel of the American Embassy in Cambodia.

#### **ARTICLE IV**

The Government of the Kingdom of Cambodia will receive a special mission and its personnel to carry out and discharge the responsibilities of the Government of the United States of America hereunder and will consider this special mission and its personnel and family members as part of the Diplomatic Mission of the Government of the United States of America in Cambodia for the purpose of receiving the privileges and immunities accorded to that Mission and its premises, and its personnel of comparable rank.

All persons, except citizens or permanent residents of the Kingdom of Cambodia, employed by the Government of the United States of America who are not diplomatic agent members of the special mission, or employed by entities, public or private, financed by the Government of the United States of America, who are present in the Kingdom of Cambodia to perform work pursuant to or in connection with this Agreement, shall be immune from civil liability directly related to the performance of such work.

#### **ARTICLE V**

In any case where commodities or services are furnished on a grant basis under arrangements that will result in the accrual of proceeds to the Government of the Kingdom of Cambodia from the sale or import thereof, the Government of the Kingdom of Cambodia, except as may otherwise be mutually agreed by appropriate representatives of our two Governments, will deposit promptly in a special account in its own name in a banking facility mutually agreed upon by our two Governments the amount of local currency equivalent to such proceeds. It is understood that, in connection with the accrual of proceeds from the sale of such commodities or services, the Governments of the Kingdom of Cambodia and of the United States of America shall agree upon appropriate rate of exchange for such sale. The Government of the United States of America may notify the government of the Kingdom of Cambodia of local currency requirements and, upon receipt of the notification, the Government of the Kingdom of Cambodia shall make available to the Government of the United States of America the sums stated in the notification in the manner requested. The Government of the Kingdom of Cambodia may draw upon any remaining balances in the special account for such purpose beneficial to the Kingdom of Cambodia as may be agreed upon by the appropriate representatives of our two Governments. Any unencumbered balances of funds which remain in the special account upon termination of assistance hereunder shall be disposed of for such purposes as may, subject to applicable law, be agreed to between our two Governments.

## ARTICLE VI

Funds used for purposes of furnishing assistance hereunder shall be convertible into the currency of Cambodia at the rate providing the largest number of units of such currency per United States dollar which, at the time conversion is made, is not unlawful in Cambodia.

## ARTICLE VII

This Agreement shall enter into force on the date of signature. Thereupon it shall replace and terminate the Economic Assistance Agreement signed at Phnom Penh on May 31, 1971, except that the provisions relating to the special account established pursuant to that Agreement shall remain in effect for a period of not more than ninety days after the signing of this Agreement, during which period there shall be a final accounting and settlement of that account.

This Agreement shall remain in force until thirty days after the receipt by one Party of written notice from the other, conveyed through diplomatic channel, that it intends to terminate the Agreement. Notwithstanding any such notice or termination, the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished and delivered.

Signed at Phnom Penh in duplicate, in the Khmer and English languages, both texts being equally authentic, on this twenty fifth day of October of the Twenty-Five Hundred and Thirty-Eight Year of the Buddhist Era, corresponding to the Nineteen Hundred and Ninety Fourth Year of the Christian Era.

For the Government of The Kingdom of Cambodia

/s/ Norodom Sirivudh

**NORODOM SIRIVUDH**

Deputy Prime Minister

Minister of Foreign Affairs and International Cooperation

Phnom Penh Kingdom of Cambodia

For the Government of the United States of America

/s/ Charles H. Twining

**CHARLES H. TWINING**

Ambassador, United States Embassy

Phnom Penh Kingdom of Cambodia

Witness: /s/ Margaret Carpenter

**MARGARET CARPENTER**

Assistant Administrator

Bureau for Asia and The Near East

United States Agency for International Development