




Cambodia National Level 1 Survey Project

A map of Cambodia is shown in a light green color, with a network of thin white lines representing provincial boundaries. The map is centered on the page.

MEMORANDUM
of
UNDERSTANDING
CAMBODIA

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF CANADA

AND

THE ROYAL GOVERNMENT OF CAMBODIA

CONCERNING

**PROVISION OF A NATIONAL LEVEL 1 SURVEY
TO
THE ROYAL GOVERNMENT OF CAMBODIA**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE ROYAL GOVERNMENT OF CAMBODIA
Concerning
PROVISION OF A
NATIONAL LEVEL 1 SURVEY
OF
MINE AFFECTED AREAS IN CAMBODIA**

The Government of Canada (hereinafter "CANADA") and the Royal Government of Cambodia (hereinafter "RGOC"), desiring to collaborate on the implementation of a Canadian development assistance project in Cambodia have reached the following understanding:

**ARTICLE I
NATURE OF THE MEMORANDUM OF UNDERSTANDING**

SECTION I.01

This Memorandum of Understanding is intended to set out the responsibilities of CANADA and the RGOC in relation to the Project described in Article III. It does not constitute an international treaty.

ARTICLE II
RESPONSIBLE AUTHORITIES

SECTION 2.01

CANADA designates the Canadian International Development Agency (hereinafter "CIDA") to assume its responsibilities under this Memorandum of Understanding.

SECTION 2.02

The RGOC designates the Cambodian Mine Action Centre (hereinafter "CMAC") to assume its responsibilities under this Memorandum of Understanding in recognition of CMAC's mandate to plan and regulate demining activities in Cambodia. Should the mandate of CMAC change during the life of the project such that responsibility for this project would no longer reasonably fall within CMAC's mandate, the RGOC will designate another authority with a mandate more consistent with the intent of this project.

SECTION 2.03

CIDA will designate an executing agency (hereinafter "CEA ") to assume the responsibilities related to the implementation of the Project described in Article III. A Letter of Agreement between CIDA and CMAC sets out the general responsibilities for the operation of the project and is attached as Annex A.

ARTICLE III
THE PROJECT

SECTION 3.01

CIDA and CMAC will participate in the implementation of a Project (hereinafter "the Project"). The purpose of the Project is to provide to Cambodian authorities a National Level 1 Survey of mine-affected areas in Cambodia. The survey will be managed by a CEA in partnership with CMAC and using locally engaged personnel. The survey will adhere to international standards for such work and will incorporate pre-existing work undertaken by

CMAC into the project.

SECTION 3.02

The Project is described in Annex "A" of this Memorandum of Understanding.

ARTICLE IV MANAGEMENT PLAN

SECTION 4.01

For the purpose of implementing the Project, CIDA and CMAC will develop a Management Plan which will govern project activities. The Management Plan will be completed and signed within one hundred and twenty (120) days from the date of this Memorandum of Understanding and will contain, inter alia, the following:

- a) a detailed description of the Project;
- b) an outline of the methods and means to be used to implement the Project;
- c) a schedule for the implementation of the project activities, including a milestone chart;
- d) the reporting requirements for the Project;
- e) the nature, timing and responsibilities for project evaluations and the means by which they will be made;
- f) the resources required for the Project; and
- g) a statement of additional obligations, duties and responsibilities of CANADA and RGOC together with their contributions.

The Management Plan may be amended without recourse to the formal amendment procedure referred to in section 11.02.

ARTICLE V
CONTRIBUTION OF CANADA

SECTION 5.01

The contribution of CANADA will consist of providing funding, management, and appropriate equipment for the execution of the project, and of monitoring and evaluation of the Project. The total value of CANADA's contribution will not exceed two million Canadian dollars (Cdn\$2,000,000).

SECTION 5.02

The proceeds of CANADA's contribution will not be used by RGOC to pay any taxes, fees, customs duties or any other levies or charges imposed directly or indirectly by RGOC on any goods, materials, equipment, vehicles and services purchased or acquired to meet Project requirements or in relation to the implementation of the Project.

SECTION 5.03

Equipment provided by CANADA for the project will for the duration of the project remain the property of CANADA and shall be used only for designated and approved project activities. At the conclusion of the project, once all obligations of the Project have been met to the satisfaction of CIDA and CMAC, ownership of all equipment provided is transferred to CMAC.

ARTICLE VI
CONTRIBUTION OF THE RGOC

SECTION 6.01

The contribution of the RGOC will consist of provision of appropriate licenses recognising CANADA as the provider of the Project, any other permits necessary to undertake the Project and, and any other contribution necessary to meet project requirements. The RGOC shall assist the CEA in obtaining from the relevant governmental authorities all necessary authorizations for the successful execution of the Contract. Canada will provide all equipment and funding except for those items to be provided by the RGOC as specifically indicated in the Management Plan.

SECTION 6.02

RGOC will indemnify and save harmless CANADA, the CEA and Canadian personnel from civil liability, for acts or omissions occurring in the course of the performance of their duties in the implementation of the Project except for acts arising from gross negligence or willful misconduct of Canadian firms or Canadian personnel.

SECTION 6.03

RGOC will allow the CEA and Canadian personnel to import materials, equipment, machinery as defined in the approved project proposals according to the rules and regulations of the Kingdom of Cambodia: the import taxes will be paid by the RGOC. The import of personal effects and vehicles will be approved according to the rules of temporary admission, known as "Proclamation on the Procedure of Selling or Changing Ownership of Imported Duty Free Vehicles by Embassies, International Organisations and NGO's as appended in Annex C.

SECTION 6.04

RGOC will provide all Canadian personnel and their dependants multiple entry and exit visas for travel to and from Cambodia and will be responsible for providing security clearances, permits and other similar documentation.

SECTION 6.05

RGOC will afford all accredited representatives of CIDA and Canadian personnel all necessary opportunity to visit any part of Cambodia for official activities related to the Project.

SECTION 6.06

RGOC will provide permission from the relevant Ministry of Ministries in accordance with the relevant laws and regulations, to use all means of communication such as high frequency radio transmitters and receivers approved for use in Cambodia and telephone and telegraph networks, depending on the needs of the Project.

SECTION 6.07

RGOC will provide reports, records, maps, statistics and other information related to the Project and likely to assist Canadian personnel in carrying out their duties, provided that they are not classified and have no relations to national security.

**ARTICLE VII
INFORMATION**

SECTION 7.01

CANADA and RGOC will ensure that this Memorandum of Understanding is implemented with due diligence and efficiently, and each will furnish to the other all such information relating to the Project as will reasonably be requested.

ARTICLE VIII

COMMUNICATIONS

SECTION 8.01

Any communications or documents given, made or sent by either CANADA or RGOC pursuant to this Memorandum of Understanding, will be in writing and will be deemed to have been duly given, made or sent to the addressee for which they are intended when they have been delivered by hand, mail or facsimile to the following address:

For CANADA:

C/o The Director, Mainland Southeast Asia Program
Asia Branch
Canadian International Development Agency
200 Place du Portage
Hull, Quebec K1A 0G4
Facsimile: 819-953-3350

For RGOC:

C/o The Director General
Cambodia Mine Action Centre
Building no. 10, Road 528
Quarter Boeng Kak 1, District Tuol Kok
P.O. Box 116, Phnom Penh,
Kingdom of Cambodia
Facsimile: 855 23 360 096

SECTION 8.02

CANADA or the RGOC may, by written notice to the addressee hereto, change the address to which all documents or communications are to be submitted.

SECTION 8.03

All communications and documents submitted to CANADA will be in either the English or the French language, and all communications and documents submitted to the RGOC will be in the English language.

**ARTICLE IX
CONSULTATION**

SECTION 9.01

CANADA and the RGOC will consult each other in respect of any matter that may arise in connection with this Memorandum of Understanding.

**ARTICLE X
APPLICATION**

SECTION 10.01

Differences which may arise in applying the provisions of this Memorandum of Understanding will be settled by means of negotiations between CANADA and the RGOC, or by any other manner mutually agreed upon.

**ARTICLE XI
GENERAL PROVISIONS**

SECTION 11.01

This Memorandum of Understanding together with Annexes "A", "B" and "C" which form an integral part hereof, constitute the entire understanding between CANADA and the RGOC with respect to the Project.

SECTION 11.02

This Memorandum of Understanding may be amended as deemed necessary by CANADA and the RGOC, by exchange of letters.

SECTION 11.03

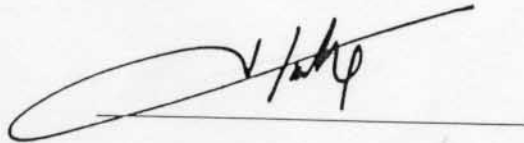
This Memorandum of Understanding will come into force and effect on the date of signature and will so remain for the duration of the Project.

Done in two copies, in _____, this ____ day of _____, 20xx.

**FOR THE GOVERNMENT
OF CANADA**

A handwritten signature in black ink, appearing to be "B. J. ...", written over a horizontal line.

**FOR THE ROYAL GOVERNMENT
OF CAMBODIA**

A handwritten signature in black ink, appearing to be "V. ...", written over a horizontal line.

ANNEX A

Letter of Agreement between CIDA and CMAC

This Letter of Agreement (LOA) between CIDA and CMAC sets out general responsibilities for the operation of the Project and constitutes Annex A of the Memorandum of Understanding between Canada and the RCOG regarding the provision of the National Level 1 Survey.

The National Level 1 Survey will be undertaken by a Canadian Executing Agency selected by CIDA working in cooperation with CMAC. The CEA will have full authority in producing the Project indicated in Annex B to the satisfaction of both CIDA and CMAC. The CEA is responsible for all facets of the project including but not restricted to:

- financial management
- procurement and logistics
- development of operational plan and sequencing of activities
- implementation of operational plan
- supervision and remuneration of human resources
- quality assurance
- adherence to acceptable standards and protocols
- training of CMAC personnel to undertake necessary project activities
- production of a final report

Regular project reporting will be required of the CEA in order: to demonstrate adherence to plan; notify CMAC of status of activities in the field; and address issues inhibiting progress to plan. The foregoing will address in greater detail the obligations of the respective parties.

D) Human Resources

Terms and Conditions

CMAC agrees to provide the required staff for the CIDA –CMAC Level 1 Survey Project according to the following terms and conditions:

1. An open and transparent recruitment process will be followed to identify at least 90 candidates for consideration for the Level 1 Survey training to be provided by the CEA. Candidates will be recruited from within CMAC using the following selection criteria:
 - A minimum of two years experience as a de-miner
 - Has not been subject to disciplinary action while working for CMAC
 - Able to read and write Khmer fluently
 - Good health; certified by a medical check and blood test by a CMAC approved competent medical authority
 - Knowledge of English desirable, but not essential

The CEA is not obligated to use a specific number of individuals from the pool, but the CEA shall recruit externally only if the required number of qualified candidates is not available from within CMAC.

2. Following training, the CEA shall be responsible for selecting the required number of recruits based upon his own criteria and pay for the training.

3. Candidates not initially selected will be made available to replace selected staff released from the Project. If this reserve pool of candidates should be exhausted CMAC will make replacements available from CMAC Mine Marking Teams.
4. Selected candidates and replacement candidates shall be released to the CEA within 5 days of CMAC receiving a request for them.
5. Once attached to the Project the candidates shall be considered employees of the Project and shall not be subject to orders from any CMAC staff.
6. All staff attached to the Project, while remaining CMAC employees, shall be under the command and control of the Project management. They shall be subject to the disciplinary code and standards of the Project. In the event that disciplinary action is required it shall be initiated and implemented by the management staff of the Project.
7. In the event that an employee is sick or absent for more than 5 calendar days s/he may be released from the Project at the discretion of the Project management. In the event that an employee is released from the Project, CMAC is required to provide a replacement from the candidate pool as outlined in points 3 and 4 above. CMAC is further obligated to re-deploy the released employee in a position and at a salary level at least comparable to the one s/he vacated to join the Project.
8. Salary and benefits for Project staff will be the responsibility of the CEA. The CEA guarantees to follow all CMAC pay and benefit levels for CMAC staff provided to the project, but not affected by CMAC future change. The CEA will be obligated to provide an equivalent amount of insurance for health, accident, disability, and death coverage as currently provided by CMAC for its employees at similar levels.
9. At the conclusion of the Project CMAC guarantees to re-deploy all CMAC staff provided to the Project in positions and at salaries equal to or better than the original position at time of deployment.

II) Material Contribution


Table 1 indicates suggested material requirements for the successful achievement of the Project. CMAC shall make available to the CEA in good working order all indicated items for the lifetime of the project. The CEA may not necessarily use all items provided by CMAC. The CEA will be responsible for all operating costs and appropriate maintenance of all material, vehicles for the project whether provided by CMAC or the CEA. Material, vehicles provided by CMAC shall be replaced in a timely fashion by CMAC should the material no longer be able to perform for whatever reason the function for which it was designed. CMAC retains ownership of material provided to the Project but may not recall such material for the duration of the project. At the successful conclusion of the Project, all material, vehicles provided to the Project by the CEA becomes property of CMAC and all material provided by CMAC will be returned to CMAC. The CEA will not be responsible for depreciation of CMAC material.

Disputes or concerns regarding the project by CMAC, CIDA, or the CEA will be addressed through discussion between representatives designated by CMAC and CIDA. The determining factor in adjudicating disputes will be adherence to the goals and mechanisms of the Project as expressed in the Memorandum of Understanding including all annexes. All parties agree to undertake respective responsibilities with due diligence and in good faith. CIDA reserves the right to terminate the Project with cause at any time.

Done in two copies, in _____, this ____ day of _____, 2000.

FOR THE GOVERNMENT

OF CANADA



FOR THE CAMBODIAN

MINE ACTION CENTRE



ANNEX B

Project Purpose:

The requirement is for a Level I Survey to provide a clear overview of the problem of landmines and unexploded ordnance (UXO) affecting Cambodia. The Survey will provide the RGOC a means to establish long term objectives and to better plan use of resources. In addition, it will provide other agencies, including the donors, the true extent of the problem of mines and UXO in Cambodia. The information produced by the Project shall become the property of the RGOC. The RGOC commits to provide a copy of all records and data resulting from the Project to interested international agencies and to make results available to the general public.

Background:

Landmines in Cambodia have a serious impact on the humanitarian, development and the socio-economic growth of Cambodia. CMAC has been conducting mine action activities since July 1992 and has begun to confront Cambodia's problem of in the same period. However, these activities have been pursued without the benefit of a comprehensive National Level I Survey to guide planning.

Description of Project: The Project will support the total costs of the Level I National Survey. The Project will be the first data gathering activity of the National Survey Process and will be consistent with standards developed by the United Nations Mine Action Service (UNMAS). The Project is the basic activity from which all the other levels of mine survey and mine action are planned and prioritized and will be undertaken in a fashion so that it becomes part of a complete National Survey Process.

A Level I General Survey is an information gathering process whose purpose is to identify general details about mine-affected areas in the country. Information gathering should be carried out at all levels of government ranging from the national to the local level. All pertinent government agencies including military, police, hospitals, prosthesis centres, aid agencies, United Nations organisations, and non-governmental organisations will be canvassed for information. Civilian organizations and key local personnel will also be interviewed. Additionally, data measuring the impact of landmines on socio-economic development in affected areas will be gathered at both the local and national level. This data combined with data on mine/UXO contamination will assist in establishing national priorities for demining activity. Areas identified as contaminated will be clearly indicated on maps using the latest available geographic positioning technology.

In full co-operation with CMAC and using CMAC human resources, the CEA will deploy and supervise a sufficient capacity and associated mine action expertise (team leaders, supervisors and support staff) to undertake the survey over a period of 12 to 18 months. Project data will be gathered down to the village level using predetermined boundaries to ensure full national coverage. Survey teams will conduct a countrywide census of landmine/UXO contamination and the socio-economic impacts of such contamination. Activities will be coordinated by a mobile field office located in the particular province under survey. The activity will be supported by a minimum of two international technical advisors.

All information obtained, regardless of the source, will be assessed for its accuracy and completeness. Any information received on the probable location of land mines must be taken seriously and investigated accordingly. Standards have been established for the recording of information to facilitate analysis and ensure consistency of quality. Records will be kept in written, graphic, and digital formats so information can be transferred by both digital and traditional paper medium to operators in the field and planners at the central level.

Expected Outputs: a) Extensive mapping of mine incidents and minefields, socio-economic impacts of those mined areas and accidents, and strategy for prioritization. b) Definition and marking of areas mined/contaminated with UXOs, further definition of strategy for prioritization.

Expected Outcomes: It is anticipated that the Project will produce:

- i) An easily understood map of the scope of the mine problem facing Cambodia for use by the RGOC, donors, NGOs and International Organisations;
- ii) A planning tool for CMAC to plan the long term future of the organisation and to assist in the calculation of the likely duration of the mine/UXO problem facing Cambodia;
- iii) Mapping that links terrain contamination enabling planning for the various different clearance technologies (i.e. terrain suitable for mechanical clearance)
- iv) Focusing of demining assets to areas with the greatest need (resource allocation);
- v) Identification of socio-economic priorities both nationally and regionally;
- vi) Focusing of mine awareness training on the most common behavioural problem;
- vii) Identification of resource requirements for long term planning.

The successful completion of the Project as a whole, will contribute to the process of clearance, to UN standards, i.e. 99.6 % clearance to a depth of 200 mm of all mines and UXOs, of all minefields in Cambodia. The Project will allow for extensive mapping of countrywide mine accidents and suspected minefields, with surface area calculations, socio-economic impacts, and strategy for prioritization.

Co-ordination with international standards:

In recognition of Cambodia's primary interest in the utility of the results of the project, survey methodology - including information requirements - will be designed by the CEA in co-ordination with CMAC and which build on CMAC's existing expertise and achievements. The CEA and CMAC will make every reasonable effort to conform to accepted international protocols as indicated by the United Nations Mine Action Service (UNMAS). To further assist CMAC's planning requirements and to better share information internationally, the format and digital input must be compatible with the CMAC database and the UNMAS accepted GIS structure.

Budget: The total budget for the Project will be two million Canadian dollars (Cdn\$2.0 million) to be disbursed over an eighteen-month period.

Implementation:

In full co-operation with CMAC and using CMAC human resources, a CIDA financed CEA will deploy and supervise a sufficient capacity and associated mine action expertise (team leaders, supervisors and support staff) to undertake the Project. CMAC has proposed to utilize its existing survey teams as a contribution to the Project.

To ensure the required close partnership between the CEA, CIDA and CMAC and to avoid confusion on resources available and responsibility levels, the project will be conducted in two phases as follows:

a. Phase I. The CEA will conduct a preliminary visit to CMAC to develop a comprehensive plan and timelines for approval by CIDA and CMAC. This phase is expected to be concluded within four (4) weeks of contract signature and will form the basis of the Letter of Agreement to be included as Annex A. The Letter of Agreement will also include provision for the establishment and responsibilities of a project steering committee composed of representatives from CMAC, CIDA and the CEA.

b. Phase II. Implementation of the Project over a 12 to 18 month period based on the findings in Phase I.

Monitoring and Evaluation:

The monitoring of progress against performance indicators established in the Management Plan will be the responsibility of CIDA in consultation with CMAC. Monitoring for adherence to standards will be undertaken by independent third parties selected under a CIDA Request for Proposal and financed by CIDA. Provision for end-of-project evaluation has been included in the project design.

ANNEX C
RULES OF TEMPORARY ADMISSION

Attached

Kingdom of Cambodia

Nation Religion King

Ministry of Economy and Finance
Phone/Fax: 23 27798

N° 192

Phnom Penh, 06 April 1998

Proclamation on the procedure of selling or changing
ownership of imported duty-free vehicles by embassies,
international organisation and NGOs

State Minister

Minister for Foreign Affairs and International Cooperation

- Having seen the constitution of the Kingdom of Cambodia
- Having seen the royal decree by King Sihanouk on 01 Nov 1993 on the appointment of the RGC
- Having seen the legislation on the financial system promulgated by Royal Kram dated 28 Dec 1993
- Having seen the organisation and the functioning of the Council of Minister promulgated by Royal Kram on 20 July 1994
- Having seen the Royal Decree dated 24 October 1994 on the amendment of the government composition
- Having seen the legislation on the taxes levied on the imported and exported goods, which was promulgated on 26 July 1989 by the Council of the State
- Having seen the legislation on the creation of the Ministry of Economy and Finance promulgated by Royal Kram on 24 January 1996
- Having seen the Royal Decree dated 07 August 1997 on the amendment of the government composition
- According to the necessity of the Ministry of Economy and Finance

Decides

Article 1: Embassies, International organisations, NGOs, or Agencies which implement projects within bilateral or multilateral aid which import duty-free vehicles for using during their mandates can neither resell nor hire to another party nor change the ownership.

Article 2: If necessary, Embassies, International organisations, NGOs, or Agencies which implement projects within bilateral or multilateral aid can resell imported duty-free vehicles during or after their mission as long as they follow articles 3 and 4.

Article 3: Embassies, International organisations, NGOs, or Agencies which implement projects within bilateral or multilateral aid have to inform the Ministry of Economy and Finance through the Department of Customs at least 30 days in advance before selling or changing ownership of the imported duty-free vehicles to another party.

Article 4: Party 2 who buys or resells vehicles owned by the Embassies, International organisations, NGOs, or Agencies which implement projects within bilateral or multilateral aid has to forward the form and pay taxes properly at the Customs Department.

Article 5: Legal actions will be taken against any activities related to selling vehicles which are regarded as improper.

Article 6: The Department of Customs is entitled to cooperate with concerned ministries/institutions to effectively implement this through legal procedure.

Article 7: Any previous standards and norms which are not in conformity with this proclamation are nullified.

Signed and sealed

Keat Chhon

Copied to:

- Cabinet of the Council of Ministers
- Ministry of Public Works and Transport
- Min. of Foreign Affairs and International Cooperation
- Min. of Interior
(For cooperation)

- Department of Customs (For Action)
- Department on State Property
- Files



ព្រះរាជាណាចក្រកម្ពុជា

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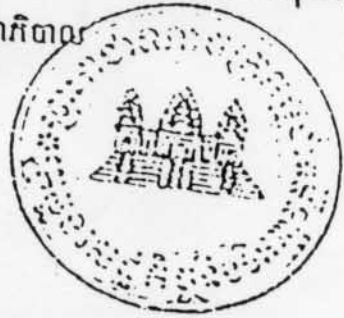
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- បានឃើញព្រះរាជក្រឹត្យនស/រកត/១០៩៤/៨៣ ចុះថ្ងៃទី២៤ ខែតុលា ឆ្នាំ១៩៩៤
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២

បានឃើញច្បាប់ស្តីពីពន្ធលើទំនិញនាំចេញនិងនាំចូលដែលប្រកាសឱ្យប្រើដោយ
ក្រឹត្យលេខ៥៧ក្រ ចុះថ្ងៃទី២៦ខែកក្កដាឆ្នាំ១៩៨៤របស់ក្រុមប្រឹក្សារដ្ឋ
បានឃើញច្បាប់ស្តីពីការបង្កើតក្រសួងសេដ្ឋកិច្ចនិងហិរញ្ញវត្ថុ ដែលប្រកាសឱ្យ
ប្រើដោយព្រះរាជក្រមនស.រកម០១៩៦/១៨ ចុះថ្ងៃទី២៤ខែមករាឆ្នាំ១៩៩៦
បានឃើញព្រះរាជក្រឹត្យ ជស/រកស០៨៩៧/១៤៧ ចុះថ្ងៃទី០៧ខែសីហាឆ្នាំ
១៩៩៧ ស្តីពីការកែសម្រួលសមាសភាពរាជរដ្ឋាភិបាល
យោងតម្រូវការចាំបាច់របស់ក្រសួងសេដ្ឋកិច្ចនិងហិរញ្ញវត្ថុ ។

លំអិត

ប្រការ១ : ស្ថានទូត អង្គការអន្តរជាតិ អង្គការក្រៅរដ្ឋាភិបាល និង ភ្នាក់ងារអនុវត្តតំរោងក្នុង
ក្របខ័ណ្ឌជំនួយទ្វេភាគី ឬ ពហុភាគី ដែលបាននាំចូលយានយន្តគ្រប់ប្រភេទតាម
របបល្អរពន្ធ សំរាប់ប្រើប្រាស់ក្នុងអាណត្តិនៃការបំពេញបេសកកម្ម ឬ អនុវត្តតំរោង
ផ្សេងៗ មិនអាចលក់ ឬ ផ្ទេរ ឬ ជូលទៅឱ្យភាគីទី២ណាមួយ បានឡើយ ។

ប្រការ២ : ក្នុងករណីចាំបាច់ និង មានមូលហេតុច្បាស់លាស់ ស្ថានទូត អង្គការអន្តរជាតិ អង្គការ
ក្រៅរដ្ឋាភិបាល ភ្នាក់ងារអនុវត្តតំរោងក្នុងក្របខ័ណ្ឌជំនួយទ្វេភាគី ឬ ពហុភាគី អាច
លក់ ឬ ផ្ទេរយានយន្តដែលបាននាំចូលតាមរបបល្អរពន្ធ ទៅឱ្យភាគីទី២ ក្នុង ឬ ក្រោយ
ពេលបញ្ចប់អាណត្តិបេសកកម្ម ឬ អនុវត្តតំរោងផ្សេងៗ ដោយអនុវត្តតាមនីតិវិធីដូច
មានចែងក្នុងប្រការ៣ និង ប្រការ៤នៃប្រកាសនេះ ។

ប្រការ៣ : ស្ថានទូត អង្គការអន្តរជាតិ អង្គការក្រៅរដ្ឋាភិបាល ភ្នាក់ងារអនុវត្តតំរោងក្នុងក្រប-
ខ័ណ្ឌជំនួយទ្វេភាគី ឬ ពហុភាគី ត្រូវផ្តល់ព័ត៌មានមកក្រសួងសេដ្ឋកិច្ចនិងហិរញ្ញវត្ថុ
" ទីចាត់ការគយនិងរដ្ឋាករ " យ៉ាងហោចក្នុងរយៈពេល៣០ថ្ងៃមុន មុននឹងលក់ ឬ ផ្ទេរ
ជាក់ស្តែងនូវយានយន្តដែលបាននាំចូលតាមរបបល្អរពន្ធ ទៅឱ្យភាគីទី២ណាមួយ ។

ប្រការ៤ : ភាគីទី២ ដែលបានទិញ ឬ ផ្ទេរបន្តនូវយានយន្តពី ស្ថានទូត អង្គការអន្តរជាតិ អង្គការ
ក្រៅរដ្ឋាភិបាល ភ្នាក់ងារអនុវត្តតំរោងក្នុងក្របខ័ណ្ឌជំនួយទ្វេភាគី ឬ ពហុភាគី ចាំបាច់
ត្រូវបំពេញបែបបទ និង កាតព្វកិច្ចបង់ពន្ធគយ-ពន្ធអាករនៅទីចាត់ការគយនិងរដ្ឋាករ
ឱ្យបានត្រឹមត្រូវ និង គ្រប់ចំនួនតាមសភាពជាក់ស្តែង ប្រកាសនីតិវិធីកំណត់ជា
ធរមាន ។

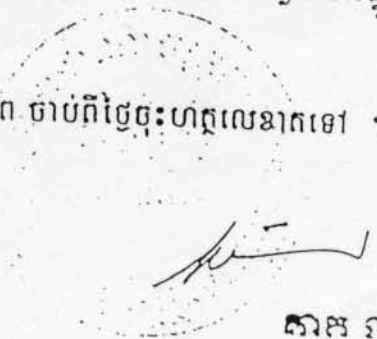


ប្រការ៥ : រាល់សកម្មភាពលក់ ឬ ផ្ទេរយានយន្ត ដែលបានប្រព្រឹត្តខុសពីនីតិវិធីដូចមានចែងក្នុង
ប្រកាសនេះ ត្រូវទទួលទោសតាមច្បាប់ជាធរមាន ។

ប្រការ៦ : ទីចាត់ការគយនិងរដ្ឋាករ មានភារកិច្ចសហការជាមួយក្រសួងស្ថាប័នមានសមត្ថកិច្ច
ពាក់ព័ន្ធ ដើម្បីចាត់ចែង និង កំណត់នីតិវិធីសំរាប់អនុវត្តជាក់ស្តែងឱ្យមានប្រសិទ្ធភាព ។

ប្រការ៧ : លិខិតបទដ្ឋានទាំងឡាយណាដែលមានពីមុនមក ហើយ មានខ្លឹមសារផ្ទុយពីប្រកាសនេះ
ត្រូវចាត់ទុកជានិរាករណ៍ ។

ប្រកាសនេះ មានប្រសិទ្ធភាព ចាប់ពីថ្ងៃចុះហត្ថលេខាតទៅ ។



តាត ឈន់

កន្លែងទទួល :

- ទីស្តីការគណៈរដ្ឋមន្ត្រី
- ក្រសួងសាធារណៈការនិងដឹកជញ្ជូន
- ក្រសួងការបរទេសនិងសហប្រតិបត្តិការអន្តរជាតិ
- ក្រសួងមហាផ្ទៃ
- " ដើម្បីសហការអនុវត្ត "
- ទីចាត់ការគយនិងរដ្ឋាករ " ដើម្បីអនុវត្ត "
- នាយកដ្ឋានទ្រព្យរដ្ឋ
- ឯកសារ កាលប្បវត្តិ