

منظمة  
الأغذية والزراعة  
للأمم المتحدة

联合国  
粮食及  
农业组织

Food and Agriculture  
Organization of the  
United Nations



Organisation des  
Nations Unies pour  
l'alimentation et  
l'agriculture

Продовольственная и  
сельскохозяйственная  
организация  
Объединенных Наций

Organización de las  
Naciones Unidas para la  
Agricultura y la  
Alimentación

Country: Cambodia

Project title: Enhancing community-based forest management and utilization for the improvement of rural livelihoods in Cambodia

Project symbol: GCP/CMB/034/SPA

Donor: Spanish Agency for International Development Cooperation (AECID)

Government/Partner Agency: Forest Administration (FA), Ministry of Agriculture, Fisheries and Forestry (MAFF)

Duration: Three years

Starting date: April 2010

Government Ministry responsible for project execution: Forest Administration (FA), Ministry of Agriculture, Fisheries and Forestry (MAFF)

Total budget: USD 806 872

## **PROJECT AGREEMENT**

1. Upon request from the Government of **Cambodia** (the Government), and within the framework of its agreement with the Government of **Spain** (the Donor Government), the Food and Agriculture Organization of the United Nations (FAO) will supply assistance for the execution of the following Project once it is also accepted by the Donor Government.

**Project Title:** Enhancing community-based forest management and utilization for the improvement of rural livelihoods in Cambodia

### **Project Symbol: GCP/CMB/034/SPA**

A detailed description of the Project, including background, rationale, project framework, implementation and management arrangements as well as oversight, monitoring, management information and reporting, is provided in the attached Project Document.

### FAO OBLIGATIONS

2. FAO shall be responsible for the recruitment, international travel, salaries and emoluments of the international personnel scheduled in the Project Document. The candidatures of these international staff shall be submitted to the Government for clearance following FAO's procedures. FAO shall also be responsible for the recruitment, salaries and emoluments of the national experts, national consultants, and national personnel as scheduled in the Project Document, except for counterpart personnel assigned by the Government.

3. FAO will procure, in accordance with its rules and regulations, the equipment and supplies described in the Project Document. The equipment will remain the property of FAO for the duration of the Project. Its ultimate destination shall be decided by FAO in consultation with the Government and with the Donor Government.

4. FAO will arrange for periodic technical supervisory, support or review missions to the Project, with the full costs to be financed from the Project's budget.

5. All FAO's obligations arising under this Project Agreement shall be subject to: (i) the decisions of its Governing Bodies and to its constitutional, financial and budgetary provisions; and (ii) the receipt of the necessary contributions from the Donor Government. All financial accounts and statements shall be expressed in United States Dollars and shall be subject exclusively to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of FAO. Any obligations assumed by FAO may, at any time, be taken over by the Donor Government.

6. FAO may, in consultation with the Government, execute part or all of the Project by subcontract. The selection of the subcontractors shall be made, after consultation with the Government, in accordance with FAO's procedures.

## GOVERNMENT OBLIGATIONS

7. The Government shall take all necessary measures to facilitate the execution of the Project and to assist the FAO staff in obtaining such services and facilities as they may require to fulfil their tasks. The Government shall apply to FAO, its property, funds and assets, its officials and to the persons performing services on its behalf in connection with the Project: (i) the provisions of the Convention on Privileges and Immunities of the Specialized Agencies; and (ii) the United Nations currency exchange rate.

8. The Government shall deal with any claims brought by third parties against FAO, its personnel or other persons performing services on its behalf in connection with the Project, except when it is agreed by FAO and the Government that such claims arise from gross negligence or wilful misconduct of such persons.

9. The Government shall be responsible for the recruitment, salaries and social security measures of its own national staff assigned to the project. The Government shall also provide as and when required for the Project, the facilities and supplies indicated in the Project Document.

10. The Government shall grant to the staff of FAO and of the Donor Government and to persons acting on their behalf, access to the Project site and to any material or documentation relating to the Project, and shall provide any relevant information to such staff or persons.

11. The Government shall be responsible for the cost of import and customs clearance of the Project's equipment, its transportation, handling, storage, and related expenses within the country; its insurance, safe custody, and maintenance, after delivery to the project site, as well as replacement if necessary.

## REPORTING AND EVALUATION

12. FAO will report to the Government (and to the Donor Government) as scheduled in the Project Document.

13. The Government shall agree to the dissemination of information, like descriptions of the project and of its objectives and results, for the purpose of educating public opinion.

14. The Project may be subject to independent evaluation according to the arrangements agreed to between the donor, recipient Government and FAO. The evaluation report will be treated as confidential with restricted access by parties not directly involved in the Project. However, FAO is authorized to prepare a brief summary of the report for the purpose of disseminating broadly its main findings, issues, lessons and recommendations as well as to make judicious use of the report as an input to evaluation synthesis studies.

CLAIMS, AMENDMENTS AND TERMINATION

15. Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof, shall, unless it is settled by direct negotiation, be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date when this Agreement takes effect. The parties hereto agree to be bound by any arbitration award rendered in accordance with this Section as the final adjudication of any disputes.

16. The present agreement shall be governed by general principles of law, to the exclusion of any single national system of law.

17. Nothing in or related to any provision in this Agreement shall be deemed a waiver of the privileges and immunities of FAO.


18. This Project Agreement may be amended or terminated by mutual consent. Termination shall also take effect sixty days after receipt by either party of written notice from the other party. In the event of termination, the obligations already assumed by the Government shall remain in force to the extent necessary to permit orderly withdrawal of the funds and assets of FAO, and of personnel performing services on its behalf.

19. This Project Agreement shall enter into force upon signature by both parties.

On behalf of:  
The Government of Cambodia   
Name:   
~~Mr. CHAN TONG YVES~~  
Title: Secretary of state  
of the MAFF  
Date: 24/08/2010



On behalf of:  
The Food and Agriculture Organization  
of the United Nations

Name:   
Title: FAO Representative  
Date: 24 June 2010

