



**CO-OPERATION AGREEMENT**

**BETWEEN THE**

**SUPREME NATIONAL COUNCIL OF CAMBODIA**

**AND THE**

**INTERNATIONAL ORGANIZATION**

**FOR MIGRATION**



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AND THE  
INTERNATIONAL ORGANIZATION FOR MIGRATION

WHEREAS the Supreme National Council of Cambodia, hereinafter called the "SNC", has expressed its interest in establishing relations, through the conclusion of a co-operation agreement, with the International Organization for Migration, hereinafter called "IOM", an intergovernmental organization established in 1951 and composed at present of 81 members and observer States.

WHEREAS IOM intends to carry out on behalf of the SNC programmes for the selective return migration of specialized personnel to address shortages of qualified human resources such as programmes for the re-integration of qualified Khmer experts living abroad, or for the short-term return of qualified nationals, or labour re-insertion programmes to assist self employment for returning nationals, or for the exchange of qualified personnel from developing countries who are necessary for the development of Cambodia, and to co-operate with other States and with international organizations in the implementation thereof,

WHEREAS IOM, within the framework of its programmes and activities approved by its Council and of the means put at its disposal by States, international organizations and other partners, is ready to render all possible assistance to Cambodia in its endeavour to strengthen the development process,

WHEREAS IOM, within the framework of its programmes and activities approved by its Council and the means put at its disposal by States, international organizations and other partners, is also ready to render, in close co-operation with international organizations, all possible assistance to Cambodia in its endeavours to solve its migration, refugee and displaced persons problems,



WHEREAS both parties to this Agreement deem it desirable to confirm the main conditions and modalities of their co-operation,

The SNC and IOM do hereby consent and agree as follows:

#### Article I

IOM and the Supreme National Council of Cambodia will discuss and exchange proposals for joint efforts to induce governments and international organizations to support financially, materially or administratively the programmes IOM intends to carry out in co-operation with the SNC.

#### Article II

IOM will, in accordance with the relevant decisions of its governing bodies and within the limits of available financial resources, undertake such programmes and activities as referred to in the subsequent articles of this Agreement.

#### Article III

1. IOM will assist in obtaining the necessary political and financial support from its Member States and other States and from international organizations for the implementation of programmes which are of interest to Cambodia.

2. In consultation with the SNC and in close co-operation with other States and international organizations, IOM will support the setting up of specific programmes of qualified personnel and provide the services necessary for their implementation.



## Article IV

In the implementation of the Khmer Experts Programme, IOM will:

undertake surveys and data collection among the Khmer population abroad with a view to identifying qualified human resources and establishing a roster of qualified Khmer nationals;

2. make every effort to satisfy the needs for qualified personnel as indicated by the SNC in establishing contacts with Khmer nationals residing in other countries and proposing to them the job offers received from national and international employers in the public and private sectors in Cambodia;

## Article V

In order to contribute to the efficient implementation of the Khmer Experts Programme, the SNC will:

1. co-operate with IOM in establishing priority needs for qualified personnel;

2. grant, through the relevant Authorities, persons returning to Cambodia under this programme the importation free of customs duties and other fiscal charges of used personal effects and household goods, on condition that these goods are for the personal use of the returnee and that they will not be sold, leased or otherwise disposed of without the permission of the Authorities within a period of five years; it being understood that such permission may be subject to the payment of customs duties or other fiscal charges;

3. endeavour to grant the returnees immediate entitlement to benefits made available to Cambodian citizens in the field of social services, provided that in case of dual citizenship of a returnee such entitlement would be granted only if foreign citizenship is given up.

## Article VI

In the framework of Technical Cooperation among Developing Countries programme (TCDC), IOM will cooperate with States and international organizations in the planning and implementation of activities designed to further the transfer of know-how into Cambodia through qualified personnel from developing countries.



#### Article VII

IOM may provide its migration services in national migration activities of interest to Cambodia.

#### Article VIII

1. IOM is authorized to open an office in Phnom Penh and, if necessary, request authorization to open sub-offices in other parts of the country, and to hire the staff needed to implement its activities. It shall notify the SNC of the opening of its office in Phnom Penh.

2. The SNC will assist IOM to obtain communication facilities such as telephone and teleprinter connections.

#### Article IX

IOM, including its property, funds and assets, as well as its staff shall enjoy in Cambodia the same privileges and immunities as those granted, *mutatis mutandis*, to the United Nations and its Specialized Agencies, in accordance with the Convention on the privileges and immunities of the United Nations and its Specialized Agencies of 21 November 1947.

#### Article X

If required, details of the co-operation modalities between the Parties concerning the implementation of presently envisaged or future programmes will be agreed upon in correspondence between the Parties. This correspondence will be considered as being part of this Agreement if designated as such.

#### Article XI

1. Either Party may request a revision of the present Agreement, at any time.

2. Articles revised or amended by mutual consent shall enter into force as soon as approved by both Parties.



Article XII

1. This Agreement shall enter into force on the day of signature thereof and remain in force for a period of five years. It will then tacitly be extended from year to year unless either Party notifies the other in writing, no less than ninety days before the date of expiry of the Agreement, of its desire to have the Agreement terminated.

2. Upon termination of the Agreement the provisions of Articles VIII and IX shall remain in force for a period of at least thirty days or such longer period as may be mutually agreed upon by both Parties.

3. Either party may invoke a material breach of this Agreement as a ground for terminating it.

In witness whereof the undersigned, duly authorized representatives of the Supreme National Council of Cambodia and of the International Organization for Migration, respectively, have signed this agreement.

Done in Phnom Penh, the 19.2. of 1993.

.....  
Samdech Norodom Sihanouk

President of the Supreme National  
Council of Cambodia.

.....  
Prof. Robin Davies

Head of Mission, Phnom Penh .  
International Organization for Migration.

