

AGREEMENT DATED AUGUST 17, 1994

**BETWEEN THE ROYAL GOVERNMENT OF CAMBODIA AND THE GOVERNMENT OF MALAYSIA
ON ECONOMIC, SCIENTIFIC AND TECHNICAL CO-OPERATION**

The Royal Government of Cambodia and the Government of Malaysia, hereinafter referred to singularly as "Contracting Party" and collectively as "Contracting Parties".

Recognizing their desire to strengthen the existing friendly relations between the two countries.

Desiring to promote economic, scientific and technical co-operation on the basis of equality and mutual benefit,

Believing that the establishment of such co-operation would serve their common interest and contribute to the enhancement of the economic and social development of the peoples of both countries, thus contributing to cooperation in the South East Asian region.

Have agreed as follows:

Article 1:

The Contracting Parties shall, subject to the laws and regulations for the time being in force in their respective countries, undertake to encourage and promote the development of economic, scientific and technical co-operation between the two countries for their mutual benefit.

Article 2:

The co-operation referred to in Article 1 may include, upon mutual agreement, taking into consideration the experience to be gained and the benefits to be derived therefrom and subject to the availability of funds and resources, co-operation in the following areas:

- (a) trade,**
- (b) commodities,**
- (c) investment,**
- (d) industry,**
- (e) transport and communications,**
- (f) banking and finance,**
- (g) science and technology,**
- (h) agriculture and agro-business,**
- (i) energy, telecommunications and post,**
- (j) tourism,**
- (k) any other areas that may be agreed upon by the Contracting Parties.**

Article 3:

The Contracting Parties shall endeavour to encourage and facilitate the exchange between the two countries, through any bilateral mechanism, of experts, specialists, consultants and information related to the areas of co-operation referred to in Article 2 of this Agreement.

Article 4:

The Contracting Parties shall conclude specific agreements for the purpose of the implementation of programmes or projects to be undertaken pursuant to the provisions of this Agreement. Such agreements shall inter alia define the relevant modalities regarding the programmes or projects concerned.

Article 5:

All payments to be made under this Agreement or any other agreements made pursuant to this Agreement shall be effected in freely convertible currency that may be mutually agreed upon by the Contracting Parties in accordance with the foreign exchange controls and any relevant legislation in force in their respective countries.

Article 6:

Each Contracting Party shall undertake to observe the confidentiality or secrecy of documents, information and other data received during the period of the implementation of this Agreement or any other agreement made pursuant to this Agreement. In the event of termination of this Agreement, both Contracting Parties agree that the Provision of this Article will continue to apply for a period to be agreed upon by the Contracting Parties.

Article 7:

The Contracting Parties shall establish a Joint commission, (hereinafter referred to as "The Commission"), to facilitate and monitor the implementation of the provisions of this Agreement and to further expand the economic, scientific and technical co-operation between the two countries in areas of mutual interest and benefit taking account the advantages as well as the comparative capabilities of each Contracting Party.

Article 8:

The Commission shall consider ways and means to promote and enhance co-operation between the two countries and ensure the proper co-ordination and implementation of its decisions or recommendations made pursuant to this Agreement.

Article 9:

The Commission shall be headed by the Foreign Ministers of both countries. The composition of each delegation shall be determined by the respective Contracting Parties.

Article 10:

The Commission shall determine its rules and Procedures and may establish working groups to deal with specific subjects brought before it.

Article 11:

The Commission shall meet, subject to mutual agreement, at the request of either Contracting Party, alternately in Malaysia and in the Kingdom of Cambodia.

Article 12:

A meeting at the level of Senior Officials shall precede the meeting of the Commission which shall consider specific questions and make appropriate recommendations of the Commission. The venue and time of such meeting shall be determined by the Contracting Parties.

Article 13:

Either Contracting Party may request in writing a revision of or amendment to this Agreement. Any revision or amendment agreed to by both Contracting Parties shall be reduced into writing and shall form part of this Agreement. Such revision or amendment shall come into effect on such date as may be determined by both Contracting Parties.

Article 14:

Any difference or disputes arising out of the interpretation or application of the provisions of this Agreement shall be settled amicably by consultation or negotiation between the Contracting Parties, without reference to any third party or international tribunal.

Article 15:

1. This Agreement shall enter into force on the date of signature and shall remain in force indefinitely or until such time as when it is terminated by either Contracting Party who shall give to the other notice in writing, through diplomatic channels, of its intention to terminate the Agreement. Such written notice shall be given at least three months prior to the intended date of termination.

2. The termination of this Agreement shall not affect any agreement or undertaking concluded or entered into during the duration of this Agreement. In such event the Contracting Parties shall fulfill their obligations in accordance with the provisions of such agreements or undertakings.

In witness whereof, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done at Kuala Lumpur, on this 17th day of August 1994, in six original texts, two each in Khmer language, Bahasa Malaysia, and English language, all texts being equally authentic. In the event of any discrepancy, the English text shall prevail.