

No. 31406

**FRANCE
and
CAMBODIA**

**Framework Agreement in the field of health. Signed at
Phnom Penh on 11 February 1993**

Authentic text: French.

Registered by France on 1 December 1994.

**FRANCE
et
CAMBODGE**

**Accord-cadre dans le domaine de la santé. Signé à Phnom
Penh le 11 février 1993**

Texte authentique : français.

Enregistré par la France le 1^{er} décembre 1994.

[TRANSLATION — TRADUCTION]

FRAMEWORK AGREEMENT¹ BETWEEN THE GOVERNMENT OF
THE FRENCH REPUBLIC AND THE SUPREME NATIONAL
COUNCIL OF CAMBODIA IN THE FIELD OF HEALTH

The Government of the French Republic and the Supreme National Council of Cambodia,

Desiring to strengthen the traditional ties of friendship and cooperation between them and to cooperate in establishing a Cambodian university hospital complex,

Have agreed as follows:

I. This Agreement relates to the following institutions situated in Cambodia: the combined Faculty of Medicine, Pharmacology and Odontostomatology, the School of Health Administrators, the Calmette University Hospital Centre (the Calmette Hospital and its subsidiary units, the teaching department, the Paster Institute of Cambodia) and also associated hospitals and medical organizations.

It provides for the establishment of a medical/surgery reference and technology transfer centre consisting of a centre for training in theory (the combined Faculty and the School of Health Administration) and a practical training centre (the Calmette Hospital, the teaching department, the Pasteur Institute of Cambodia and other associated hospitals or medical organizations).

In establishing the University Hospital Complex described above, the parties have the following objectives:

1. To enable the people of Cambodia to benefit from its expertise in the field of health through its training programmes and by universal access to health care;
2. To develop the existing clinical and treatment services and complement them by establishing new facilities;
3. To take part in the public health activities called for in Cambodia's health policies;
4. To participate in the training of medical specialists and to help to develop new medical and surgical techniques, especially in the area of functional testing and specialized surgery;
5. To facilitate research through its clinical research services, its specialized consultations and its laboratories;
6. To provide access by the Cambodian public and the medical services to the use of therapeutic serums, anatoxins and other biological products, by ensuring a supply of those products.

II. Under the Agreement, and in order to achieve the objectives defined above, the two parties shall undertake the following activities, subject to budgetary limitations:

(A) France undertakes to carry out the following activities:

¹ Came into force on 11 February 1993 by signature, in accordance with article VI.

1. Renovation of the Combined Faculty of Medicine and Pharmacology;
2. Updating of the equipment of the Calmette hospital;
3. Building and equipping a surgical wing;
4. Building a teaching unit;
5. Equipping the Pasteur Institute of Cambodia;
6. Managing and supervising hospital services;
7. Normal and specialized training for Cambodian doctors.

Total financial resources for these activities are estimated at 65 million French francs (FF), of which FF 10 million is provided under the protocol signed on 18 December 1992.

Furthermore, in this context, France shall assign to Cambodia, twelve experts (professors of medicine, hospital directors, health technicians), shall organize specialized training missions, and shall offer Cambodian doctors advanced training and specialization internships.

This contribution shall complement the aid provided by the Pasteur Institute, Paris, and by the French Organizations (Médecins du Monde, Association Médicale Franco-Asiatique, Action Nord-Sud) in the amount of FF 14,045,000, for training medical personnel, equipping hospital services and organizing health care, of which FF 5,500,000 shall be devoted to construction of the Paster Institute of Cambodia.

(B) Cambodia undertakes to:

1. Make available to the organs of the Cambodian University Hospital Centre the administrative, scientific and technical personnel needed for its efficient functioning;
2. Provide the remuneration, salaries and ancillary costs of such personnel in accordance with the regulations which they are operating;
3. Ensure payment of the general operating costs (water, electricity, telephone, etc.) and the specific operating costs (teaching material, medicines, etc.) of the subsidiary organs of the Cambodian Civil Service which are part of the University Hospital Complex, according to the rules and regulations applicable to the Cambodian Civil Service;
4. Facilitate the administrative procedures relating to the work of renovating and constructing the buildings of the University Hospital complex;
5. Make available to the French experts the premises, offices, equipment and resources necessary for the execution of their mission;
6. Grant all necessary importing facilities and assume the costs of taxes, duties or other levies related to the entry into Cambodian territory of material, equipment or supplies and, in general, to carrying out the services provided by France to Cambodia under this Agreement.

III. The two parties agree:

1. To put in place within three months, the cooperation structures called for by the Protocol of agreement on technical assistance to the mixed faculty of medicine, pharmacy and odontostomatology¹ annexed to this Framework Agreement;

¹ See p. No. I-31407 of this volume.

2. To put into effect the provisions set forth in the Convention dated 27 August 1992 creating the Pasteur Institute of Cambodia and in the Protocol of agreement concerning technical assistance to the Calmette Hospital¹ annexed to this Framework Agreement not more than one month from the signing of this Agreement;
3. To facilitate the entry and free movement in their respective territories, of mission personnel, internes or persons on long-term assignments, in accordance with their domestic legislation;
4. In general, to take all necessary measures to facilitate the establishment and operation of the Calmette University Hospital Complex.

IV. *Ad hoc* consultations between the representatives of the two countries shall be held at least once a year to ensure coordination and follow-up of the activities carried out under this Agreement.

The technical reports and results of research produced by work carried out under this Agreement shall be published jointly or separately by mutual agreement of the parties.

V. France shall, at its own cost, carry out a retroactive evaluation of the impact on public health in Cambodia of the activities provided for under this Agreement. Cambodia may, at its request, be associated with this evaluation, in a manner to be defined between the parties. Cambodia undertakes to receive the evaluation mission sent by France and facilitate its access to information on the project.

VI. This Agreement shall enter into force on the date of its signature. It is concluded for a period ending on 1 January 1995. It may be renewed in the manner and for a duration to be determined by mutual agreement.

VII. IN WITNESS WHEREOF, the representatives of the Government of the French Republic and the Supreme National Council of Cambodia, being duly authorized thereto, have signed this Agreement and affixed their seals thereto.

DONE at Phnom Penh, on 11 February 1993, in duplicate in the French and Cambodian languages, the French text being authentic.

For the Government
of the French Republic:

ROLAND DUMAS
Minister of State

Minister for Foreign Affairs

For the Supreme National
Council of Cambodia:

His Royal Highness
Prince NORODOM SIHANOUK
Head of State

President of the Supreme
National Council of Cambodia

¹ See p. No. I-31405 of this volume.