RBHraCaNacRkkm<úCa

Cati sasna RBHmhakSRt

Kingdom of Cambodia

Nation Religion King

GnusarN³eyaKyl;

sþIGMBIkarGnuvtþn\_KMeragEklMG

RbBn§½FarasaRsþ5kumÖ³

Memorandum of Understanding

for the Improvement of

5 Kumpheak Irrigation Scheme

No2

éf¶TI28 Extula 2010

**26 October 2010**

viesaFnkmµelIGnusarN³eyaKyl;

sþIGMBI;karGnuvtþn\_KMeragEklMGRbBn§½FarasaRsþ5kumÖ³

XMulVaelI RsukcMkarelI extþkMBg;cam

Memorandum of Understanding (MoU) No2

for the Improvement of 5 Kompheak Irrigation Scheme

in Lvea Leu Commune, Chamkar Leu district, Kompong Cham province

**rvag */Between***

**GgÁkareRhÁt**

EdlehAkat;fa :GRET : tMNagedayelak **Mr. Cédric Salze** tMNagGgÁkarRbcaMRbeTskm<úCa.

**GRET** international organization, hereafter called "GRET" represented by **Mr. Cédric Salze,** Gret representative.

**nig */And***

**shKmn\_ksikreRbIR)as;TwkRbBn§½FarasaRsþ5kumÖ³**

tMNagedayelak jwm suPaB RbFan s>k>b>T> RbBn§½FarasaRsþ5kumÖ³ manTItaMg enAXuMlVaelI RsukcMkarelI extþkMBg;cam.

**The Farmer Water User Community of ‘5 Kompheak’**,

hereafter called “the FWUC”, represented by **Mr. Nheum Sopheap,** FWUC president, located in Chamkar Leu district, Kompong Cham province.

**nig */And***

**XMu lVael**I

tMNageday elak Lwk b‘unEs CnÞúkTI2XMu lVaelI RsukcMkarelI extþkMBg;cam.

**The commune of Lvea Leu,**

represented by **Mr. Lek Bunse,** second vice-chief of Lvea Leu commune, located in the Chamkar Leu district, Kompong Cham province.)aneXIj³

* kic©RBmeRBog]btßmfvikaedayTIPñak;gar)araMgsMrab;karGPivDÄn\_ sMrab;KMeragGIur:am ¬elx CZ1324.01.X¦ cuHhtßelxaenAéf¶TI19 FñÚ 2008sMrab;KMeragGasIurI
* kic©RBmeRBogCaRkumrvag IRAM, AVSF nig GRET cuHhtßelxaenAéf¶TI17 mkra 2009 sMrab;karGnuvtþn\_KMeragGasuIrI
* kic©snüaCMnYyrvagshKmn\_GIurub nigeRhÁt(ref. DCI-FOOD/2009/213-720) cuHhtßelxaenAéf¶TI23 FñÚ 2009
* kic©snüapþl;esvakmµvKÁ2 rvags>k>b>T 5kumÖ³ nigmCÄmNÐlesvakmµ FarasaRsþ sMrab;karKaMRTEpñkbec©keTs cuHhtßelxaenAéf¶TI22 emsa 2010.

Having seen

* The Funding Agreement from AFD to IRAM (ref. CZ1324.01.X) signed on 19/12/2008 for ASIrri project
* The Grouping Agreement between IRAM, AVSF and GRET signed on 17/01/2009 for ASIrri project implementation
* The Subsidy Contract between European Union and GRET (ref. DCI-FOOD/2009/213-720) signed on 23/12/2009 for the project named: “Development of food production, farming incomes, nutrition and resilience in rural Cambodia”
* The service contract No.2 between FWUC of 5 Kumpheak and the Irrigation Service Centre for technical support signed on 22 April 2010.

PaKITaMgGs;)anRBmeRBogKñadUcteTA³

**The parties have agreed that:**

maRta 1³ eKalbMNgénkareFVIviesakmµ

Article 1: Objective of Amendment on memorandum of Understanding (MoU)

GgÁkareRhÁttamry³KMerag GasIurI ]btßmfvikaedayTIPñak;gar)araMgsMrab;karGPivDÄn\_ nig shKmn\_GIurub nwgRbKl;siT§Cam©as;KMerageGay s>k>b>T RbBn§½FarasaRsþ5kumÖ³ EdlCaEpñkmYyénfvikarvinieyaK rbs;KMerag ***GasIur***I sMrab;eFVIkarsagsg; nigCYsCulsMNg;FarasaRsþ 5kEnøg enAkñúgRbBn§½FarasaRsþ 5kumÖ³ EdlmanTItaMg sßitkñúg XMu lVaelI RsukcMkarelI extþkMBg;cammandUcxageRkam. eyagtamKMerag GnuBaØatieGayCYsCuleLIgvijecjéf¶TI4 Exmina qñaM2010 rbs;mnÞIFnFanTwk nig]tuniym extþkMBg;cam )aneXIj nigsMercdak;eGayeFVIkarEklMGRbBn§½FarasaRsþ5kumÖ³ eLIgvij. nig eyagtamkarvaytMél plb:HBal;EpñkKUbøg;rbs;mnÞIFnFanTwk bnÞab;BIkarsagsg;rYc ¬kMNt;ehtu¦**éf¶TI09 kBaØa 2010** )ansMerceGayeFVIkarEklMGeLIgvijnUvsMNg;mandUcxageRkam³

1. eFVIkarEklMGsMNg;TVarTwkPUmibI
2. eFVIkarEklMGs<ansMNg;TVarTwkPUmibI
3. eFVIkarEklMGsMNg;TVarTwkmuxbI¬RbLayrgRtBaMgRcab¦

GgÁkareRhÁttamry³KMerag***GasIrI*** GaCJaFrXMulVaelI nigs>k>b>T> RbBnß½FarasaRsþ5kumÖ³nwg eFVIkarshkareGayGs;BIlT§PaB eFVIy:agNaeGaysMerc)an nUvkarGnuvtþn\_KMeragxagelIenH edayeyagtamviesaFnkmµGnusarN³eyaKyl;enH.

GRET through its project named ‘ASIrri’ funded by AFD and EU will delegate its position of contracting owner to the FWUC concerning a part of the ASIrri investment funds in order to implement supplementary works to improve two structures built according to the previous MoU in 5 February scheme in Lvea Leu commune, Chamkar Leu district, Kompong Cham Province, as follows:

1. Reinforcement of the gate structure of Phum Bei reservoir including the extension of the bridge and stone protection of the outlet
2. Protect the canal from erosion at the outlet of the gate structures in Trapeang Chrap and enlarge two crossing structures

GRET ASIrri project, Lvea Leu Commune and 5 February FWUC will closely collaborate together for the implementation of these works according to the provisions within this MoU.

maRta 2³ ry³eBlGnuvtþKMerag

Article 2: Duration

kareFVIviesaFnkmµenHmanry³eBl 7Ex ¬ry³eBlsagsg;1Ex nigdak;[dMeNIrkar6Ex¦ EdlcUl CaFrmancab; BIéf¶cuHhtßelxaenHteTA.

The MoU duration is fixed at **7 months** (construction duration – 1 month and starting operation period before the final work reception – 6 months) and comes into force from the date of its signature.

maRta 3³ katBVkic©énédKU

**Article 3: Obligation of the parties**

**GgÁkar GRET nwg**

* pþl;CUnfvika]btßmÖEdlmanTwkR)ak;CaGtibrimacMnYn **1*930 duløar*** ¬*mYyBan;R)aMbYnry samsib duløaGaemric*¦edIm,IeFVIkarEklMGRbBn§½FarasaRsþ5kumö³ *dUcmanEcgkñúgmaRta1.*
* cUlrYmerobcMral;ÉksarTaMgGs;EdlmanBak;Bn§½nwgkic©snüasagsg;
* eRCIserIsGñkTTYlkarsagsg;RbkbedaytmøaPaB nigyutþiFm\_ nigeday eyagtamnitiviFIrbs; *TIPñak;gar)araMgsMrab;karGPivDÄn\_ nig shKmn\_GIurub*.

**GRET will:**

* Pay the improvement works of 5 Kompheak scheme described in the Article 1 up to the maximum amount of ***1930 US$*** (*One thousand nine hundred and thirty US dollars* )
* Participate in the preparation of all documents and related contracts.
* Participate in selection of local contractors in a transparent and fair way and in accordance with EU and AFD markets procedures.

**XMu lVaelI nwg³**

CYy s>k>b>T> kñúgkarGnuvtþn\_ral;skmµPaBkargarnanaEdlBak;Bn§½nigKMeragrYmman³

* + cUlrYmenAkñúgkarerobcMÉksarnanaRBmTaMgkic©snüaTaMgLay EdlBak;Bn§½.
  + cUlrYmeRCIserIsGñkTTYlkarsagsg; edayeyagtamnitivIFIrbs; TIPñak;gar)araMg sMrab;karGPivDÄn\_ nigshKmn\_GIurub
  + RbmUl nigpSBVpSayBt’maneGaydl;GaCJaFrRsuk extþ nigPUmiBakBn§½
  + RtYtBinitü nigsMrbsMrYlkargarsagsg;EdleFVIeLIgedayGñkTTYlkarsagsg;.

**The commune of Lvea Leu will:**

Assist the FWUC in activities related to project including:

* + Participate in the preparation of all documents and related contracts.
  + Participate in selection of local contractors in a transparent and fair way and in accordance with EU and AFD markets procedures.
  + Gather and disseminate information to other authorities at district, provincial and village levels
  + Control and facilitate the construction works implemented by the contractor.

**s>k>b>T5kumÖ³nwg³**

* + eRCIserIsGñkTTYlkarsagsg; CamYymCÄmNðlesvakmµ FarasaRsþ RbkbedaytmøaPaB nigyutþiFm\_edayeyagtamnitivIFIrbs;TIPñak;gar)araMg sMrab;kar GPivDÄn\_ nig shKmn\_GIurub.
  + RtYtBinitü nigsMrbsMrYlkargarsagsg;EdleFVIeLIgedayGñkTTYlkarsagsg; CamYy mCÄmNðl esvakmµFarasaRsþ.
  + Gnumt½r)aykarN\_rbs;Rkumbec©keTs nigGñkTTYlkarsagsg; nigdak;sMeNICUn GgÁkareRhÁt nUvsMeNIbg;R)ak;rbs;GñkTTYlkarsagsg;.
  + RbmUlnigkarpSBVpSayBt’mandl;smaCik nigFanafasmaCikTaMgGs;yl;RBmeFVIkarsagsg; nigÉkPaBelIEpnkarsagsg;.

**The FWUC will:**

* + Organize selection with quotation of local contractors together with the technical support of the ISC team in a transparent and fair way and in accordance with EU and AFD market procedures
  + Control and facilitate the construction works done by the contractor with the technical support of the ISC team.
  + Validate and receive the construction works made by the contractor and request the payment from GRET to the contractor.
  + Make the final payment to the contractor after the final reception of the work
  + Gather and disseminate information to its members and ensure that the FWUC members have agreed to these construction works and planning.

maRta 4³ kareRCIserIs eFVIkic©snüa nigkartamdankargarsagsg;

Article 4: Quotation selection, contracting and monitoring

* **kareRCIserIstMélrbs;GñkTTYlkarsagsg;³**

manÉksarcMnYn 1c,ab;Kt; nignitiviFIénkareRCIserIsEtmYyKt;sMrab;dak;eGaydMeNIrkar.

* **kareFVIkic©snüasMrab;kargarEklMG**

manEtGñkTTYlkarEtmñak;;b:ueNÑaHEdlnwgRtUv)aneRCIserIsRbkbedaytmøaPaB nigyutþiFm\_ nigedayeyagtamnitivIFIrbs;TIPñak;gar )araMgsMrab;karGPivDÄn\_ nig shKmn\_GIurub **tamdankargarsagsg;**

ral;kartamdankarrIkcMerInkargarsagsg;nwgRtUveFVIeLIgedayRkumbec©keTsEdlrUmman tMNagmñak;mkBIsßabn½nimYy²rYmman s>k>b>T> XMu nig Ggákar eRhÁt . visVkrrbs;mCÄmNÐlesvakmµFarasaRsþ CatMNageGayGgÁkareRhÁtsMrab;kar tamdankargar sagsg;enH . enAeBlEdlGñkTTYlkarsMueFVIkarTUrTat; kartamdan RtUvmanvtþmanRkumbec©keTs GñkTTYlkarsagsg; nigRbFankardæanrbs;Kat;KWCakarcaM)ac;.

* **Contractor selection and Contracting:**

Only one local contractor will be selected through a selection process amongst at leats 3 quotation from different contractors. The selection will be made in a transparent and fair way and in accordance with EU and AFD market procedures. The winner must fulfill the requirements and sign contract.

* **Work Monitoring :**

The contractor’s work monitoring will be implemented by a supervising team composed of 1 representative of each institution, namely Commune, FWUC and GRET. The ISC engineer will represent GRET for work monitoring. When a control will lead to payment under contract procedure, presence of all team and contractor and his work manager is compulsory.

maRta 5³ nitiviFIénkarTUrTat;

Article 5 : Payment procedures

fvika]btßmÖEdlpþl;CUnedayKMeragGasIurI sMrab;ykmkGnuvtþKMeragEklMGenH nwgRtUv)anpþl;CUn dUcteTA³

* s>k>b>T> nwgesñIdl;GgÁkareRhÁt [epÞrsac;R)ak; dl;GñkTTYlkar. karepÞrnwgRtUv)anGnum½t edayGgÁkareRhÁt RbsinmanP¢ab;CamYynUvr)aykaN\_sþIBIPaKry kargarEdlGñkTTYlkarsMerc)an nigmancuHhtßelxabBa©ak;BI s>k>b>T> 5kumÖ³ nigRkumGñkRtYtBinitübec©keTsRbcaMkardæan.
* cMnYnTwkR)ak;]btßmÖenHnwgRtUv)anpþl;CUn Ca2tMNak;kal eTAdMNak;kalénkarTUrTat;R)ak; dl; GñkTTYlkar.
* **90 PaKry enAeBlkarsagsg;sMerc)an100 PaKry esµInwg 1737 duløaGaemric**
* **10 PaKry sMrab;karFanaKuNPaBsMNg;ry³eBl6Ex esµInwg 193 duløaGaemric**
* TwkR)ak;cMnYn10 PaKry sMrab;karFanaKuNPaBsMNg;ry³eBl6Ex eRhÁtnwgeFVIkar epÞreTA eGay KNnI s>k>b>T 5kumÖ³tamry³ÉksarFanaKadUcxageRkam. s>k>b>T 5kumÖ³nwgTTYlxusRtUv cMeBaHkarTYTat;R)ak;FanaenHedayxøÜnÉgbnÞab;BIyl;eXIjfa kargarsagsg;enHRtUVv)anbBa©b;CasßaBr nigGacTTYlyk)an.

The investment fund from ASIrri project which will be used to finance the project infrastructures will be released as follows.

* The FWUC will request to GRET the execution of the payment to local contractor by submitting a detailed report indicating the work done completely and signed by all members of the Supervising Team. The transfer will be approved by GRET if the appropriate stage of work has been approved by all parties in the work monitoring form.
* The payments will be delivered in 2 installments according to the phases of work construction as follows:
* **90% payment after the work full completion = 1737 US$**
* **10 % 6 month after work completion and due quality control = 193 US$**
* For the last installment of 10% guarantee for six months at 100% completion of the work, GRET will wire the amount to the FWUC bank account according to the reference below. The FWUC will take in charge the payment of this amount to the contractor by itself six months after work completion and after a monitoring visit to the infrastructures.

The Bank references of the FWUC:

Name of the FWUC and bank account owner:

Baname and address:

Bank account number:

maRta 6³ CMelaH PaBminyl;RBm

Article 6: Disputes, Disagreements

* htßelxIelIGnusarN³enHyl;RBmedaHRsayedaykarRsuHRsYlKña nUvral;vivaTEdlekItman eT,IgkñúgkarGnuvtþn\_GnusSarN³eyaKyl;enH .
* kñúgkrNIminGacpSHpSa)an PaKIRtUvesñIeTAtulakarextþkMBg;cam .
* The signers of the agreement herewith agree to endeavor to settle out of court any dispute that may arise in its enforcement.
* Should such mediation fail, recourse shall be taken with the provincial tribunal of Kompong Cham.

maRta 7³ karcUlCaFrmanénGnusarN³eyaKyl;

Article 7: Original copy and MoU validity

* GnusarN³eyaKyl;enHRtUv)aneFVIeLIgCa3c,ab;CaPasarExµr nigGg;eKøs sMrab;PaKInimYy².
* GnusarN³eyaKyl;enHcUlCaFrmancab;BIeBlRtUv)ancuHhtßelxaedayPaKIhtßelxI.
* This MoU has been made in 3 original copies in both languages Khmer and English for each party.
* This MoU comes into force after its signature

**eFVIenA lVaelI éf¶TI 28 Ex tula qñaM 2010**

**Made in Lvea Leu, on October, 28 2010**

**)aneXIj nigÉkPaB**

**Seen and approved**

|  |  |  |
| --- | --- | --- |
| **tMNag GRET**  **GRET Representative** | **emXMulVaelI**  **Lvea Leu Commune chief** | **tMNag s>k>b>T>**  **FWUC Representative** |