



**SUPPLEMENTARY AGREEMENT
BETWEEN THE UNITED NATIONS
AND THE ROYAL GOVERNMENT OF CAMBODIA,
ANCILLARY TO
THE AGREEMENT BETWEEN THE UNITED NATIONS
AND THE ROYAL GOVERNMENT OF CAMBODIA
CONCERNING THE PROSECUTION UNDER CAMBODIAN LAW
OF CRIMES COMMITTED DURING THE PERIOD OF DEMOCRATIC KAMPUCHEA,
REGARDING UTILITIES, FACILITIES AND SERVICES**

Whereas on 6 June 2003 the United Nations and the Royal Government of Cambodia signed the Agreement Concerning the Prosecution under Cambodian Law of Crimes Committed During the Period of Democratic Kampuchea (hereinafter the "Agreement");

Whereas Article 14 of the Agreement provides that the Royal Government of Cambodia shall provide at its expense the premises for the co-investigating judges, the Prosecutors' Office, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration provided for in the Agreement;

Whereas Article 14 of the Agreement further provides that the Royal Government of Cambodia shall provide for such utilities, facilities and other services necessary for the operation of those premises that may be mutually agreed upon by separate agreement between the United Nations and the Government;

Whereas Article 17 (b) of the Agreement provides that the United Nations shall be responsible for the costs for utilities and services as agreed separately between the United Nations and the Royal Government of Cambodia;

Whereas the Royal Government of Cambodia has confirmed that, pursuant to its responsibilities under Article 14 of the Agreement, it will, for the duration of the Agreement, provide at its expense those parts of the High Command Headquarters of the Royal Cambodian Armed Forces in Phum Ang village, Kantok commune, Ang Snoul district, Kandal province, that are indicated on the site plan contained in the annex to this supplementary agreement as premises for the co-investigating judges, the Prosecutors' Office, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration (hereinafter, the "premises");

Wishing to conclude the supplementary agreement that is foreseen in Article 14 and Article 17 (b) of the Agreement;

Now therefore the United Nations and the Royal Government of Cambodia agree as follows:

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Article 1

Improvements, alterations and fitting-out of the premises

1. The Royal Government of Cambodia, at its expense, shall make such improvements and alterations to the premises as may be necessary and appropriate to render them ready for use by the co-investigating judges, the Prosecutors' Office, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration. Such improvements and alterations shall include, but not be limited to, the erection of internal partitions and the installation of communications infrastructure for computers, telephones, telex, telefax, and electronic mail, in accordance with such specifications as may be separately agreed between the United Nations and the Royal Government of Cambodia. The Royal Government of Cambodia may seek financial assistance from donor States or organizations with a view to enabling it to defray the costs of any such improvements and alterations.
2. The United Nations, at its expense, shall have the right to affix a flagstaff and office signs and insignia outside and on the premises. The dimensions and location of such flagstaff and signs and insignia shall be separately agreed between the United Nations and the Royal Government of Cambodia. Such flagstaff and signs and insignia shall be and remain the property of the United Nations. The United Nations, at its expense, shall have the right to remove at any time such flagstaff and any and all such office signs and insignia that it may affix outside and on the premises and shall do so prior to the termination of this supplementary agreement.
3. The United Nations, at its expense, shall have the right to install on the premises telecommunications and electronic communications systems and security devices. Such systems and devices shall be and remain the property of the United Nations. The United Nations, at its expense, shall have the right to remove at any time any or all of the telecommunications and electronic communications systems and security devices that it may install on the premises.
4. Upon cessation of the occupation of the premises by the co-investigating judges, the Prosecutors' Office, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration, the United Nations shall not be under any obligation to restore the premises to the condition that they were in when such occupation commenced.

Article 2

Maintenance and repair of the premises

1. The Royal Government of Cambodia undertakes, at its expense, to maintain the premises, including inter alia air-conditioning equipment, toilets and grounds, in good repair throughout the duration of the Agreement. It shall also be responsible, at its expense, for minor repairs to, and routine maintenance of, the premises, including inter alia air-conditioning equipment, toilets and grounds, arising from their occupation and use throughout the duration of the Agreement.



2. All work executed pursuant to paragraph 1 above shall be carried out, if at all possible, in a manner that avoids disruption to the functioning of the co-investigating judges, the Prosecutors' Office, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration and, if and to the extent that this is not possible, ensures that such disruption is kept to an absolute minimum.

Article 3 **Utilities and services**

1. The Royal Government of Cambodia undertakes to ensure that the premises are supplied with the following utilities and services in a manner and to an extent adequate to ensure the smooth functioning of the co-investigating judges, the Prosecutors' Office, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration:

- (a) electricity;
- (b) running water;
- (c) drinking water;
- (d) sewerage and drainage;
- (e) post, for collection at the nearest post office;
- (f) telecommunications, including telephone, telex, telefax and electronic mail, for local, national and international communication, by means of both land-based and cellular networks;
- (g) garbage collection and disposal;
- (h) cleaning services, adequate to maintain all parts of the premises in a condition and at a standard of cleanliness appropriate for the uses for which they are intended pursuant to the Agreement;
- (i) emergency services in the event of fire;
- (j) pest control, including spraying for mosquitoes both within the premises and in its immediate environs; and
- (k) catering services.

2. If and in so far as this may be necessary, the Royal Government of Cambodia shall, at its expense, ensure that all necessary works are undertaken and all necessary infrastructure is put and maintained in place so as to ensure that the utilities and services specified in paragraph 1 are brought to and are available to and on the premises, including, in the case of telecommunications, the installation of all last-mile wiring into and on the premises and the erection of all necessary mobile telephone network towers.

3. The Royal Government of Cambodia undertakes to ensure that the utilities and services specified in paragraph 1 (a), (b), (d), (f) and (i) are supplied to the premises on all days and at all times and hours, whether business days or hours or otherwise. For the purpose of discharging this obligation with respect to the supply of electricity, the Royal Government of Cambodia shall, at its expense, install on the premises two or more electric generators or similar devices to serve as back-up sources of electricity for all services and equipment in the event of interruption or disruption to the mains supply.

4. In the event of interruption or threatened interruption, whether due to strikes, mechanical difficulties or any other causes, to any of the utilities and services specified in paragraph 1, the



Royal Government of Cambodia will consider the needs of the premises as being of equal importance with those of essential agencies of the Royal Government of Cambodia and shall take steps accordingly to ensure that the work of the co-investigating judges, the Prosecutors' Office, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration is not prejudiced.

5. The Royal Government of Cambodia undertakes to enter into such contractual arrangements as may be necessary with local suppliers of the utilities or services specified in paragraph 1 in order to ensure the supply of those utilities or services to the premises.

Article 4 **Costs for utilities and services**

1. The Royal Government of Cambodia shall be responsible for bearing all costs for, and arising from the use of, the utilities and services supplied pursuant to Article 3, paragraphs 1 (a), (b), (c), (d), (e), (g), (h), (i), (j) and (k), of this supplementary agreement.

2. With respect to telecommunications services that are provided pursuant to Article 3, paragraph 1 (f), of this supplementary agreement:

- (a) the United Nations shall be responsible for reasonable costs of establishing and maintaining connectivity with the local land-based and cellular telecommunications networks;
- (b) the United Nations shall also be responsible for reasonable charges for the use made of those networks by the co-investigating judges, the Prosecutors' Office, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration. Such charges shall be levied in accordance with a tariff which shall not exceed the lowest comparable rate accorded to institutions and organs of the Royal Government of Cambodia;
- (c) in so far as concerns charges for the use made of the local land-based telecommunications network, the Royal Government of Cambodia shall submit monthly invoices to the Deputy Director of the Office of Administration. The United Nations shall effect payment to the Royal Government of Cambodia against those invoices once they have been certified, and for the amounts accepted, by the Deputy Director of the Office of Administration or his or her designated representative;
- (d) in so far as concerns charges for the use made of the local cellular telecommunications network, it is understood that the local commercial service provider will submit invoices directly to the Deputy Director of the Office of Administration. The United Nations will effect payment directly to the local commercial service provider in accordance with the terms of the applicable service contract.



Article 5

Taxes

1. The United Nations shall be exempt from any and all taxes and other charges of a public nature which are or may be assessed against or in respect of the premises.
2. The United Nations shall be exempt from any and all taxes, direct and indirect, including value added tax, that may be levied on or payable as part of the costs and charges specified in Article 4, paragraph 2, of this supplementary agreement.

Article 6

First aid and medical emergencies

1. The Royal Government of Cambodia undertakes to make available on the premises, at its expense, adequate medical facilities for first aid in the event of emergencies.
2. The Royal Government of Cambodia undertakes to assure immediate access and admission to the Calmette Hospital, Phnom Penh, whenever required in the event of medical emergencies occurring on the premises. It also undertakes to ensure, at its expense, that the necessary transport for this purpose is available on call, on all days and at all times and hours, whether business days or hours or otherwise.

Article 7

Transport

1. The Royal Government of Cambodia, at its expense, shall provide adequate transport, on regular working days and at regular working hours, between the centre of Phnom Penh and the premises for international and Cambodian personnel employed with the co-investigating judges, the Prosecutors' Office, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration. The schedule for these services and the locations and routes that they serve shall be separately agreed between the United Nations and the Royal Government of Cambodia.
2. The Royal Government of Cambodia, at its expense, shall ensure that adequate transportation is available, at regular working hours on days when proceedings are taking place before the Extraordinary Chambers, between the centre of Phnom Penh and the premises for members of the public and representatives of the media and of national and international non-governmental organizations wishing to attend those proceedings. The schedule for these services and the locations and routes that they serve shall be separately agreed between the United Nations and the Royal Government of Cambodia.
3. The Royal Government of Cambodia shall be solely responsible for, and shall handle, any and all demands, claims, suits and liabilities of any nature or kind arising from or relating to the transport that it may provide pursuant to this Article and shall indemnify, hold and save harmless and defend the United Nations, its officials, agents, servants and employees from and against all such demands, claims, suits and liabilities. The Royal Government of Cambodia



shall provide and maintain, at its expense, adequate insurance to cover such demands, claims, suits and liabilities.

4. The Royal Government of Cambodia, at its expense, shall provide and maintain, outside and immediately adjacent to the premises, spaces for the parking of vehicles of international and Cambodian personnel employed with the co-investigating judges, the Prosecutors' Office, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration and vehicles of representatives of Member States of the United Nations, of the Secretary-General of the United Nations and of national and international non-governmental organizations and of members of the news media and of the general public attending public hearings of the Extraordinary Chambers. The location or locations in which such parking spaces are to be provided and maintained and the numbers of vehicles that they are to accommodate shall be the subject of separate agreement between the United Nations and the Royal Government of Cambodia.

Article 8
Obligations of the United Nations
in respect of the premises

The United Nations undertakes that the Deputy Director of the Office of Administration and international personnel recruited by him or her shall exercise due care and attention with respect to the premises and their fixtures, appurtenances and contents.

Article 9
Indemnification and insurance

1. Without prejudice to any other indemnity given by it in this supplementary agreement, the Royal Government of Cambodia shall indemnify, hold and save harmless and defend, at its expense, the United Nations, its officials, agents, servants and employees from and against all demands, claims, suits and liability of any nature or kind arising from or related to the occupation or use of the premises by the co-investigating judges, the Prosecutors' Office, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration, by the Deputy Director of the Office of Administration and by international personnel recruited by him or her.

2. Subject to paragraph 3 below, the Royal Government of Cambodia shall be responsible for satisfying any claims of any nature or kind by, and liabilities to, third parties for personal injury, illness, death or damage to property occurring on the premises and shall indemnify and hold the United Nations, its officials, agents, servants and employees harmless from such claims.

3. The United Nations shall be responsible for handling any claims in tort or delict by third parties for personal injury, illness, death or damage to property arising from negligent acts or omissions of the United Nations, the international judges, the international co-investigating judge, the international co-prosecutor, the Deputy Director of the Office of Administration or international personnel recruited by him or her and shall, for this purpose, maintain such insurance as is necessary to meet its responsibilities under this paragraph.



4. Before making any claim against the United Nations on account of damage to the premises, its fixtures, appurtenances or contents or on account of injury to persons or property caused by the United Nations, the international judges, the international co-investigating judge, the international co-prosecutor, the Deputy Director of the Office of Administration or international personnel recruited by him or her, the Royal Government of Cambodia shall look first to any insurance in its favour.

5. It is understood that the United Nations will obtain and maintain adequate insurance for equipment, devices, provisions, supplies, materials and other goods that may be installed, operated or stored by the United Nations on the premises or that may otherwise be provided by the United Nations for the purpose of supporting the operations of the co-investigating judges, the Prosecutors' Office, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration.

Article 10 **Settlement of disputes**

Any dispute between the United Nations and the Royal Government of Cambodia concerning the interpretation or application of this supplementary agreement that is not settled by negotiation or other agreed mode of settlement shall be referred at the request of either Party for final decision to a panel of three arbitrators, one to be named by the Secretary-General of the United Nations, one to be named by the Royal Government of Cambodia and the third, who shall be the Chair, to be chosen by the first two arbitrators. If any Party fails to appoint an arbitrator within 60 days of the appointment by the other Party, or if these two arbitrators should fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either Party. However, any such dispute that involves a question regulated by the Convention on the Privileges and Immunities of the United Nations shall be dealt with in accordance with Section 30 of that Convention.

Article 11 **Privileges and immunities**

Nothing in or relating to this supplementary agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations or of any of the privileges and immunities provided for in the Agreement.

Article 12 **Withdrawal of cooperation**

In the event that, and for so long as, the United Nations may exercise its right under Article 28 of the Agreement to cease to provide assistance pursuant to the Agreement, the obligations of the United Nations under this supplementary agreement shall cease to apply.



Article 13
Relationship with the Agreement

This supplementary agreement is to be interpreted and applied in a manner consistent with the terms of the Agreement.


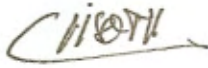
Article 14
Entry into force

This supplementary agreement shall enter into force immediately upon signature..

Article 15
Termination

This supplementary agreement shall remain in force for as long as the Agreement remains in force. It shall terminate when the Agreement terminates.

Done at Phnom Penh on _____ 2006 in two copies in the English language.

For the UNITED NATIONS	For the ROYAL GOVERNMENT OF CAMBODIA
 Michelle Lee Deputy Director of the Office of Administration Extraordinary Chambers in the Courts of Cambodia	 Sean Visoth Director of the Office of Administration, Extraordinary Chambers in the Courts of Cambodia