

Operating Guidelines of the Project for Human Resource Development Scholarship by Japanese Grant Aid (JDS)

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Japan International Cooperation Agency (JICA)

These operating guidelines apply to implementation of the Project for Human Resource Development Scholarship.

PART 1 Basic Principles

1. Preface

The purpose of the Project for Human Resource Development Scholarship (hereinafter referred to as the “JDS” or the “JDS Project”) is to support human resource development in developing countries that receive Japanese grant aid (hereinafter referred to as “recipient countries”) through accepting highly capable, young government officials, who are expected to engage in formulating and implementing social economic development plans and are expected to become leaders in their countries, by means of accepting them in Japanese universities as JDS Fellows. Moreover, the Project aims to strengthen the partnership between their countries and Japan.

JDS Fellows will acquire expert knowledge, conduct research, and build human networks at Japanese universities, and are expected to use such knowledge after returning to their work, to take an active role in solving practical problems of the social and economic development issues that their countries are facing.

Many of the issues of developing countries cannot be solved through the efforts of these countries alone, and thus responses amid a framework of international cooperation are vital. Furthermore, these responses cannot be separated from the actual development sites that are constantly trying to find solutions. This is why the JDS Project is expected to develop human resources that are capable of tackling development issues within the framework of international cooperation, including actual development sites.

These guidelines prescribe general guiding principles which are to be followed regarding the operation of the JDS Project as a whole. They are to be based on the Exchange of Notes (hereinafter referred to as the “E/N”) concluded with the government of the recipient country

when the Japanese government approves the implementation of grant aid (hereinafter referred to as the “Grant”). Also, they are to be based on the Grant Agreement (hereinafter referred to as the “G/A”) concluded between the government of the recipient country when the Japan International Cooperation Agency (hereinafter referred to as “JICA”) provides funds.

2. Overview of the JDS Project

(1) Basic Concept

- (a) JDS is designed to foster exceptional human resources capable of working to resolve various development challenges in the recipient countries in future by imparting advanced expertise to JDS Fellows through studying at Japanese universities. The recruitment, selection, and dispatch of JDS Fellows shall be conducted based on mutual agreement of the concerned officials from recipient countries and Japan.
- (b) JDS contributes to strengthen the partnership between Japan and the recipient country by graduating a wide range of Fellows who have deep understanding about Japan.
- (c) The courses offered by the JDS are basically master’s course with considering the applicability and duration of study, but limited number of doctor’s courses could be also offered when the proper needs for the human resource development in more advanced level as well as appropriate candidates are identified.
- (d) The language of study shall, be in principle English. This is based on the recognition that efforts to solve the development issues that developing countries face are undertaken under international cooperation frameworks and on the assumption that ex-JDS Fellows will be active on the international stage after their return to their home countries.
- (e) For the purpose of the JDS Project which is to support human resource development, targeting highly capable, young government officials who are expected to engage in formulating and implementing social and economic development plans and to become leaders in their countries in future, the main fields of study are categorized in “Social Science” such as Law, Economics, Public Policy.

(2) JICA

JICA will perform necessary operations for the implementation of the JDS Project pursuant to international agreement in accordance with the relevant laws and ordinances of Japan.

(3) Executing Agency

A designated authority of the government of the recipient countries shall take on a role of the

Executing Agency for the JDS Project.

The Executing Agency shall enter into contracts on the services for the JDS Project with an agent recommended by JICA.

(4) The Consistency with the Framework of Japan's Country Assistance Policy

The priority fields of study shall be selected by each government of recipient countries and JICA among the study fields which are regarded as highly effective to cooperate in implementing the JDS Project, in a point of view that the JDS Project shall be consistent with the framework of Japan's Country Assistance Policy determined by the Ministry of Foreign Affairs of Japan.

(5) Japanese Accepting Universities

JICA shall enquire Japanese universities; about educational programs suitable to the recipient countries' needs in each priority fields of study and select universities which offer most suitable educational programs as prospective accepting universities. JICA shall consult with the recipient countries' governments on selecting the university for JDS Fellows among the prospective accepting universities above, and determine the accepting universities.

(6) Eligible Organizations

Organizations which are eligible for the JDS Project shall be determined in each priority fields of study unless determination of eligible organization is inappropriate due to country's government official system, in such a case as personnel rotation among organizations are commonly practiced. Several eligible organizations may be determined in each priority field of study.

The eligible organizations are required to cooperate in consultation with accepting universities, and in drafting the basic plan of the field of study.

Also, the Eligible Organizations are required to cooperate in inviting the applications from suitable persons among their officials.

(7) Preparatory Survey

Prior to the implementation of the JDS Project in the recipient countries, JICA shall conduct a preparatory survey. The preparatory survey shall be conducted every four year period in principle to design the JDS Project for the period (4 Batches : JDS Fellows shall be accepted in each fiscal year of the four-year period constitutes one cycle of the JDS Project).

The major objectives of the preparatory survey shall be as follows:

- (a) To agree on priority fields of study for JDS Fellows,
- (b) To agree on accepting Japanese universities,
- (c) To agree on eligible organizations of each priority field of study,
- (d) To identify the needs for human resource development including number of potential candidates for the JDS Projects,
- (e) Discussion on measures for promoting meaningful outcome from the JDS Project,
- (f) Finding the outcomes from the JDS Project, in the case where the JDS Project continues, and
- (g) To estimate overall costs of the first cycle, that is a period of four years, of the JDS Project.

(8) The Agent

After the conclusion of the E/N and G/A, JICA shall recommend the contractor of the preparatory survey as an agent (hereinafter referred to as “the Agent”) to the recipient country. The Agent, in accordance with a contract concluded with the Executing Agency (hereinafter referred to as “the Contract”), shall perform the following duties toward smooth implementation of the JDS Project:

- (a) To work on the recruitment and selection procedures of JDS candidates,
- (b) To provide JDS candidates with information on study in Japan,
- (c) To carry out matriculation procedures and make arrangements for trips to Japan for JDS Fellows,
- (d) To handle payment of tuition fees and scholarships,
- (e) To provide pre-departure and after arrival orientations on JDS, training programs before/after arrival in Japan to JDS Fellows,
- (f) To monitor academic progress and living conditions of JDS Fellows,
- (g) To organize JDS Fellows’ returning program which consists of support for necessary procedure on JDS Fellows’ returning, evaluation meeting on JDS program upon the graduation, meeting for reporting the results after JDS Fellows’ returning to their respective countries,
- (h) To organize follow-up seminars given by universities for ex-JDS Fellows, and
- (i) To perform other duties necessary for JDS Project implementation.

(9) The Operating Committee

An Operating Committee (hereinafter referred to as “the Committee”) shall be set in each recipient country towards the smooth implementation of the JDS Project.

The Committee shall consist of government officials from related organizations of the recipient country (e.g.: diplomatic authorities, authorities in charge of economic cooperation, government

official's personnel authorities, education authorities) and the relevant Japanese officials of Embassy of Japan and JICA. In principle, a representative of the government of the recipient country shall serve as chairperson, and a representative of the Government of Japan shall serve as vice chairperson. However, it shall be possible for representatives of the two governments to serve as co-chairpersons based on an agreement between the two governments. The chairperson (representative of the government of the recipient country) shall chair and manage Committee meetings. The Agent shall handle all administrative duties of the Committee, including calling Committee meetings and taking meeting minutes.

The major roles of the Committee are as follows:

- (a) To discuss the JDS Project design in the preparatory survey,
- (b) To select JDS Fellows from the candidates,
- (c) To decide on changes duration of study for JDS Fellows (e.g. cancellation or extension of study),
- (d) To encourage the recipient country in utilization of ex-JDS Fellows and follow up them, and
- (e) To review other aspects related to the management and implementation of the JDS Project.

(10) Number of JDS Fellows

The number of JDS Fellows of each batch shall be agreed by the both governments and stipulated in the Contract between the recipient country and the Agent accordingly. In principle, two to five Fellows shall be admitted in one course of a graduate school for each fiscal year.

(11) Scope of Expenses covered by the Grant

Expenses covered by the Grant shall be divided into the following two categories:

- (a) Labor costs and expenses for the purchase of services necessary for implementing the JDS Project:
 - Expenses for project office in recipient country,
 - Expenses for recruitment and selection,
 - Expenses for pre-departure and after arrival orientation and arrangement in Japan,
 - Expenses for training programs
 - Expenses for monitoring academic progress and living conditions of JDS Fellows,
 - Expenses for JDS Fellows' returning program which consists of support for necessary procedure on JDS Fellows' returning, evaluation meeting on JDS program upon

graduation, meeting for reporting the results after JDS Fellows' returning to their respective countries,

- Expenses for follow-up seminars given by universities for ex-JDS Fellows, and others
- (b) Expenses necessary for the JDS Fellows and accepting universities in Japan:
- Examination/entrance and tuition fees,
 - Allowances for travel to and from Japan,
 - Allowances for domestic travel,
 - Insurance Fee,
 - Outfit allowances,
 - Scholarships,
 - Accommodation allowances for rent,
 - Subsidiary allowances to purchase books,
 - Allowances for domestic travel for attending seminars, and others.

3. Qualifications and Selection of JDS Fellows

(1) Qualifications and Requirements

- (a) Nationality: Applicants must be citizens of the recipient country
- (b) Age: In principle, JDS Fellows shall be between the ages of 22 and 39 (both inclusive) as of the first date of April of the fiscal year of their arrival in Japan.
- (c) Applicants must not be serving in the military.
- (d) Persons who have strong will to work for the development of recipient countries after their return home.
- (e) Persons who have acquired a master's degree after studying abroad on a scholarship awarded by other foreign assistances are ineligible. Persons who are currently receiving or planning to receive another scholarship through other foreign assistance are ineligible as well.
- (f) JDS Fellows must be in good health, both mentally and physically.
- (g) Persons who have English proficiency that is fluent enough for studying in Japan.

(2) Recruitment and Selection

(a) Recruitment and Selection Policies

- ① Eligible organizations of each priority field of study shall invite applications for the JDS candidates from its own officials and submit qualified candidates to the Executing Agency or the authority agreed among the Operating Committee. Recruitment from the public by the recipient country shall not be precluded if

recruitment from the public is deemed to be reasonable.

- ② The selection of JDS Fellows shall be unequivocally based on overall evaluation to each person's academic abilities and the suitability of research plan to the development issues in recipient countries. The Fellows shall be determined through an examination of the application documents and interviews.

(b) System for Selection

- ① The Committee shall administer all parts of the selection process, from the system for selection to determination of Fellows.
- ② The Committee shall address the following issues:
 - 1) Determination of specific method for selection of JDS Fellows (including selection policy and selection criteria)
 - 2) Confirmation of the selection schedule
 - 3) Implementation and management of selection tests
 - 4) Determination of final candidates
- ③ After the accepting universities' admission approval for the candidates, the Committee shall determine JDS Fellows.

4. Conditions for Study in Japan

(1) Benefits

(a) Scholarships

The Agent shall pay allowances, such as scholarships and tuition, directly to JDS Fellows and accepting universities on behalf of the government of the recipient country in accordance with the Contract signed with the recipient country. Each amount of the said allowances shall be specified separately.

(b) Term of Scholarship Payment, etc.

In principle, the scholarship shall be provided for the JDS Fellow from his /her arrival date to the departure date after his/her acquisition of the scheduled degree within the initially scheduled period of study. In principle, the extension of the period of study shall not be accepted. The Operating Committee shall decide to cancel payment of the scholarship, arrange the JDS Fellow's early return to the recipient country, and terminate the status of JDS Fellow in any of the following cases:

- ① A false statement has been found in the JDS Fellow's application.
- ② The JDS Fellow violates any article of his/her pledge to the recipient country.

- ③ The JDS Fellow is subject to disciplinary action by the university or has no prospect of academic attainment within the initially scheduled period of study.

(2) Obligation to report

During the JDS Fellow's study period in Japan, the recipient country shall monitor JDS Fellows' academic progress regularly with the assistance of the Agent, and report the results to JICA.

(3) Follow up

Because a key of the JDS Project is to create human networks and to encourage JDS Fellows to help the recipient country achieve development issues in economic and social development in their countries after their return home, the recipient country shall conduct surveys on the JDS Fellows' activities after their return and promote academic and cultural exchange with Japan.

Furthermore, the recipient country shall study ways of assigning JDS Fellows to the work that provides them with the opportunity to play important roles in the central government, etc., after their return home.

Ex-JDS Fellows will have opportunities to take follow up seminars once a year to be given by the universities after they return to their home countries throughout the JDS Project.

PART 2 Contract with Agent and Concurrence

1. Recommendation of Agent

In order to implement the JDS Project smoothly, following the conclusion of the G/A, JICA shall recommend the consultant that undertakes the preparatory survey to the recipient country as the Agent.

2. Contract Procedure

Pursuant to the provisions of the E/N and the G/A, the government of the recipient country shall enter into the Contract with the Agent set forth in the preceding article. The Grant is ineligible unless JICA duly concurs the Contract. The Contract shall be made in duplicate and be submitted to JICA for its concurrence by the government of the recipient country through the Agent.

3. References to the G/A

The Contract shall refer to the G/A in a manner that it reads as follows:

“JICA extends its grant to the Government of (name of the recipient country) on the basis of the Grant Agreement signed on (date) between the Government of (name of the recipient

country) and JICA concerning the Project for Human Resource Development Scholarship”

4. References to the number of JDS Fellows

The Contract shall refer to the number of JDS Fellows for each fiscal year of the four-year period, with said number serving as the upper limit.

5. Scope of Service

The Contract shall clearly state all purchase and labor costs of the services to be implemented by the Agent under the Grant.

In the event that the Contract includes services which are not covered by the E/N and the G/A, such the Contract shall not be concurred by JICA.

6. Period of Execution

The Contract shall clearly stipulate the Contract period. That period shall not exceed the period of validity of the Grant as prescribed in the G/A.

7. Contract Price

The total amount of the Contract price shall not exceed the amount of the Grant specified in the E/N and the G/A. The Contract price shall be precisely and correctly stated in Japanese yen in the Contract using both words and figures. If there is a difference between the price in words and that in figures, the price in words is deemed correct.

8. Concurrence of Contracts

The Contract shall clearly state that it shall be concurred by JICA to be eligible for the Grant in accordance with the provisions of the E/N and the G/A.

The government of the recipient country shall submit two sets of the signed Contract through the Agent to JICA for their concurrence. After the confirmation of the Contract, JICA shall return the Contract with the concurred sign for preventing replacement or falsification to the government of the recipient country and the Agent.

9. Payment Procedure

In accordance with the E/N and the G/A, the Contract shall have a clause stating that "payment to the Agent shall be made in Japanese yen through a Japanese bank under an irrevocable Authorization to Pay (A/P) issued by the Recipient or its designated authority to the bank." Payment shall be made in accordance with the procedures of JICA.

Because the payment includes the JDS Fellows' living expenses in Japan, due care shall be taken to ensure that the payment is made on the designated date in a timely manner. Thus,

the government of the recipient country must issue an Authorization to Pay without delay.

10. Responsibilities and Obligations of the Recipient Country

The Contract shall clearly state the responsibilities and obligations of the Recipient Country in accordance with the E/N and the G/A.

11. Amendments

If the Contract requires amendment, it shall be made in the form of an Amendment to the Contract, referring to the Contract presently in force identified by its concurrence date and number.

The Amendment to the Contract shall clearly state that:

- (1) all the clauses except that (those) which is (are) amended, remain unchanged.
- (2) the Amendment to the Contract shall obtain the concurrence of JICA to be eligible for the Grant.

12. Project Modifications

The Grant shall be used properly based on the Contract between the Executing Agency of recipient country and the Agent which is concurred by JICA. If unpredicted circumstances, however, require any modifications of the JDS project, as illustrated below except minor modifications, the recipient country through the Agent shall obtain prior consent from JICA. The prior consent for the modifications is conducted by JICA to ensure that the modifications for the JDS project are appropriate and whether any modifications are required on the Contract price or not, however it does not mean that JICA will assume the legal or technical responsibilities for the substance of the modifications.

- (1) significant change of dispatching numbers of JDS Fellows;
- (2) change of sub-program (JDS priority area)

*If application of the Guidelines is inconsistent with the laws and regulations of the Government of the recipient country, the Government of the recipient country is requested to consult with JICA.

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