

**RECORD OF DISCUSSION BETWEEN
JAPAN INTERNATIONAL COOPERATION AGENCY AND
AUTHORITIES CONCERNED OF THE ROYAL GOVERNMENT OF CAMBODIA
ON JAPANESE TECHNICAL COOPERATION
FOR THE PROJECT FOR THE IMPROVEMENT OF TRAINING ON CIVIL MATTERS
AT THE ROYAL SCHOOL FOR JUDGES AND PROSECUTORS
OF THE ROYAL ACADEMY FOR JUDICIAL PROFESSIONS**

In response to the request of the Royal Government of Cambodia, the Japan International Cooperation Agency (hereinafter referred to as "JICA") has decided to implement Japanese Technical Cooperation on the Project for the Improvement of Training on Civil Matters at the Royal School for Judges and Prosecutors of the Royal Academy for Judicial Professions (hereinafter referred to as "the Project").

JICA, the independent administrative institution responsible for the operation of the technical cooperation program of the Government of Japan, will cooperate with the authorities concerned of the Royal Government of Cambodia in the implementation of the project.

JICA and Cambodian authorities concerned exchanged views and had a series of discussions with respect to desirable measures to be taken by JICA and the Royal Government of Cambodia for the successful implementation of the Project. As a result of the discussions, and in accordance with the provisions of the Agreement on Technical Cooperation between the Government of Japan and the Royal Government of Cambodia, signed in Phnom Penh on June 17, 2003 (hereinafter referred to as "the Agreement"), JICA and the Cambodian authorities concerned agreed to recommend to their respective Governments the matters referred to in the document attached hereto.

Phnom Penh, 10 November, 2005



H.E. Tep Darong
President
Royal Academy for Judicial Professions
Kingdom of Cambodia



Mr. Juro Chikaraishi
Resident Representative
Cambodia Office
Japan International Cooperation Agency
Japan

THE ATTACHED DOCUMENT

I. COOPERATION BETWEEN JICA AND THE ROYAL GOVERNMENT OF CAMBODIA

1. The Royal Government of Cambodia will implement the Project in cooperation with JICA.
2. The Project will be implemented in accordance with the Master Plan in Annex I.

II. MEASURES TO BE TAKEN BY JICA

In accordance with the laws and regulations in force in Japan and the provisions of Article III of the Agreement, JICA, as the executing agency for technical cooperation program by the Government of Japan, will take, at its own expense, the following measures according to the normal procedures of its technical cooperation scheme.

1. DISPATCH OF JAPANESE EXPERTS

JICA will provide the services of the Japanese experts as listed in Annex II. The provision of Article V of the Agreement will be applied to the above-mentioned experts.

2. PROVISION OF MACHINERY AND EQUIPMENT

JICA will provide such machinery, equipment and other materials (hereinafter referred to as "the Equipment") necessary for the implementation of the Project as listed in Annex III. The provision of Article VII of the Agreement will be applied to the Equipment.

3. TRAINING OF CAMBODIAN PERSONNEL IN JAPAN

JICA will receive the Cambodian personnel involved in the Project for training in Japan.

III. MEASURES TO BE TAKEN BY THE ROYAL GOVERNMENT OF CAMBODIA

1. The Royal Government of Cambodia will take necessary measures to ensure that the self-reliant operation of the Project will be sustained during and after the period of Japanese technical cooperation, through full and active involvement in the Project by all related authorities, beneficiary groups and institutions.
2. The Royal Government of Cambodia will ensure that the technologies and knowledge acquired by the Cambodian nationals as a result of the Japanese technical cooperation will contribute to the economic and social development of the Kingdom of Cambodia.
3. The Royal Government of Cambodia will take necessary measures to ensure that the knowledge and experience acquired by the Cambodian personnel from technical training in Japan will be utilized effectively in the implementation of the Project.

4. In accordance with the laws and regulations in force in the Kingdom of Cambodia, the Royal Government of Cambodia will take measures to supply or replace at its own expense machinery, equipment, instruments, vehicles, tools, spare parts and any other materials necessary for the implementation of the Project other than the Equipment provided by JICA under II-2 above.
5. In accordance with the laws and regulations in force in the Kingdom of Cambodia, the Royal Government of Cambodia will take necessary measures to meet the running expenses necessary for the implementation of the Project.
6. The Royal Government of Cambodia will provide the services of Cambodian counterpart personnel and administrative personnel as listed in Annex IV.
7. The Royal Government of Cambodia will provide the buildings and facilities as listed in Annex V.

IV. ADMINISTRATION OF THE PROJECT

1. The President of the Royal Academy for Judicial Professions (hereinafter referred to as "RAJP"), as the Project Director, will bear overall responsibility for the administration and implementation of the Project.
2. The Director of the Royal School for Judges and Prosecutors (hereinafter referred to as "RSJP") of RAJP, as the Project Manager, will be responsible for the managerial and technical matters of the Project.
3. The Working Group on Civil Matters which consists of representatives of RSJP and trainers of civil matters will carry out technical work for the development of curricula, syllabi and teaching materials on civil matters. The members of the Working Group on Civil Matters will first develop drafts on their own and receive advice and inputs from the Japanese side.
4. The Resident Representative of JICA Cambodia Office, on behalf of JICA, will bear responsibility for smooth implementation of the Project.
5. The Japanese experts will provide necessary recommendations and advice to the Project Director and the Project Manager on any matters pertaining to the implementation of the Project. They will give necessary technical guidance and advice to Cambodian counterpart personnel on technical matters pertaining to the implementation of the Project.
6. The Japanese Support Group, established under the Project, will give necessary technical guidance or advice to the Cambodian side necessary for the implementation of Project activities. Members of the Japanese Support Group will be dispatched to Cambodia as short-term experts and/or provide training to the Cambodian counterparts in Japan.



V. MONITORING AND JOINT EVALUATION

The progress of the Project will be monitored properly through various measures such as mutual consultation. Evaluation of the Project will be conducted jointly by JICA and the Cambodian authorities concerned, during the course of the Project and during the last six months of the cooperation term in order to examine the level of achievement.

VI. CLAIMS AGAINST JAPANESE EXPERTS

In accordance with the provisions of Article VI of the Agreement, the Royal Government of Cambodia undertakes to bear claims, if any arises, against the Japanese experts engaged in technical cooperation for the Project resulting from, occurring in the course of, or otherwise connected with the discharge of their official functions in the Kingdom of Cambodia except for those arising from the willful misconduct or gross negligence of the Japanese experts.

VII. MUTUAL CONSULTATION

There will be mutual consultation between JICA and the Royal Government of Cambodia on any major issues arising from, or in connection with this Record of Discussions.

VIII. MEASURES TO PROMOTE UNDERSTANDING OF AND SUPPORT FOR THE PROJECT

For the purpose of promoting support for the Project among the people of the Kingdom of Cambodia, the Royal Government of Cambodia will take appropriate measures to make the Project widely known to the people of the Kingdom of Cambodia.

IX. TERM OF COOPERATION

The duration of the technical cooperation for the Project under this Attached Document will be 2 years and 5 months from November 2005.

ANNEX I	MASTER PLAN
ANNEX II	LIST OF JAPANESE EXPERTS
ANNEX III	LIST OF MACHINERY AND EQUIPMENT
ANNEX IV	LIST OF CAMBODIAN COUNTERPART AND ADMINISTRATIVE PERSONNEL
ANNEX V	LIST OF BUILDINGS AND FACILITIES
ANNEX VI	AGREEMENT ON TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF JAPAN AND THE ROYAL GOVERNMENT OF CAMBODIA (for reference)

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ANNEX I

MASTER PLAN

1. Title of the Project

The Project for the Improvement of Training on Civil Matters at the Royal School for Judges and Prosecutors of the Royal Academy for Judicial Professions

2. Overall Goal

RSJP produces prospective judges and prosecutors who have a good understanding of the procedure of civil litigation based on the (draft) Civil Code and the (draft) Code of Civil Procedure.

3. Project Purpose

RSJP provides necessary training for the development of prospective judges and prosecutors based on the (draft) Civil Code and the (draft) Code of Civil Procedure.

4. Outputs

- (1) RSJP and trainers of civil matters establish an institutional structure in order to improve the training related to the (draft) Civil Code and the (draft) Code of Civil Procedure.
- (2) The contents of the training related to the (draft) Civil Code and the (draft) Code of Civil Procedure at RSJP are improved.
- (3) The teaching materials related to the (draft) Civil Code and the (draft) Code of Civil Procedure are developed.
- (4) The capacity of the trainers of civil matters at RSJP is improved.

5. Activities

- (1)-1 Establish a Working Group which consists of RSJP trainers on civil matters and representative(s) of RSJP.
- (1)-2 WG decides the work plan.
- (1)-3 Monitor WG's activities and improve them as necessary.

- (2)-1 Review the curricula for the first intake.
- (2)-2 Develop a plan for seminars/workshops on civil litigation (RSJP trainers, practicing judges and prosecutors.)
- (2)-3 Conduct seminars/workshops mentioned in (2)-2.
- (2)-4 Develop the curricula for the second intake and identify the subjects on civil matters and the training hours.
- (2)-5 Conduct training on civil matters based on the new curricula.
- (2)-6 Monitor the implementation of the curricula for the second intake and adjust them as necessary.

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- (2)-7 Develop a plan for seminars/workshops on civil litigation during the internship phase of the second intake.
- (2)-8 Conduct seminars/workshops mentioned in (2)-7.
- (2)-9 Review the curricula for the second intake and develop the curricula for the third intake.

- (3)-1 WG identifies the contents of each subject related to the (draft) Civil Code and the (draft) Code of Civil Procedure and the trainer in charge of each subject.
- (3)-2 WG identifies necessary teaching materials and the development process.
- (3)-3 WG members develop the teaching materials.
- (3)-4 WG members develop the syllabi.
- (3)-5 Conduct training on civil matters using the new syllabi and teaching materials.
- (3)-6 Monitor the implementation of the training using the new syllabi and teaching materials and adjust them and/or develop new ones as necessary.

- (4)-1 Develop a plan for training on civil matters for RSJP trainers.
- (4)-2 Provide training on civil matters to RSJP trainers including WG members.
- (4)-3 WG members conduct training on civil matters with experts. (As part of training of trainers.)
- (4)-4 Provide training on civil matters to the WG members in Japan.



ANNEX II

LIST OF JAPANESE EXPERTS

1. Long-Term Expert

- (1) Advisor on the training of legal professions
- (2) Project coordinator

2. Short-Term Experts

JICA will dispatch the following short-term experts, whose number and terms of reference will be determined depending on the progress of the Project and the availability of suitable experts.

Experts on civil matters



ANNEX III

LIST OF MACHINERY AND EQUIPMENT

JICA will provide the following equipment to the Cambodian side, the specifications and quantity of which will be determined through mutual consultation within the allocated budget during the Project period.

1. Computers
2. Office equipment and supplies
3. Other items mutually agreed upon as necessary

TA - *[Handwritten signature]*

ANNEX IV

LIST OF CAMBODIAN COUNTERPART AND ADMINISTRATIVE PERSONNEL

1. Counterpart personnel

The Cambodian side will assign the following officials as counterpart personnel of this Project.

- (1) Project Director
President, RAJP
- (2) Project Manager
Director, RSJP of RAJP
- (3) Working Group on Civil Matters
Trainers of civil matters at RSJP and Director, RSJP of RAJP

2. Administrative personnel

The Cambodian side will assign a sufficient number of administrative personnel to ensure effective operation of the Project.



ANNEX V LIST OF BUILDINGS AND FACILITIES

1. Land, buildings and facilities necessary for the Project
2. Office space and facilities for the Japanese experts
3. Room and space necessary for seminars and workshops
4. Other facilities and equipment mutually agreed upon as necessary

A handwritten signature in black ink, consisting of stylized, cursive letters that appear to be 'Shu'.

AGREEMENT ON TECHNICAL COOPERATION
BETWEEN THE GOVERNMENT OF JAPAN AND
THE ROYAL GOVERNMENT OF CAMBODIA

The Government of Japan and the Royal Government of Cambodia,

Desiring to strengthen further the friendly relations existing between the two countries by the promotion of technical cooperation, and

Considering mutual benefits derived from promoting the economic and social development of their respective countries,

Have agreed as follows:

ARTICLE I

The two Governments shall endeavor to promote technical cooperation between the two countries.

ARTICLE II

Separate arrangements which govern specific technical cooperation programs carried out under this Agreement shall be agreed upon between the authorities concerned of the two Governments. The authority concerned of the Government of Japan is the Ministry of Foreign Affairs, and the authority concerned of the Royal Government of Cambodia is the Ministry of Foreign Affairs and International Cooperation.

ARTICLE III

The following forms of technical cooperation will be carried out by the Japan International Cooperation Agency (hereinafter referred to as "JICA") at its own expense in accordance with the laws and regulations in force in Japan as well as with the arrangements referred to in Article II:

- (a) providing technical training to Cambodian nationals;
- (b) dispatching experts (hereinafter referred to as the "Experts") to the Kingdom of Cambodia;

- (i) luggage;
- (ii) personal effects, household effects and consumer goods; and
- (iii) one motor vehicle per Expert, per family of the Expert, per Senior Volunteer and per family of the Senior Volunteer assigned to stay in the Kingdom of Cambodia;

(c) exempt the Experts, the Senior Volunteers and their families who do not import any motor vehicle into the Kingdom of Cambodia from taxes including value added tax and fiscal charges in respect of the local purchase of one motor vehicle per Expert, per family of the Expert, per Senior Volunteer and per family of the Senior Volunteer; and

(d) exempt the Experts, the Senior Volunteers and their families from the registration fee of the motor vehicles mentioned in (b)(iii) and (c);

(2) (a) ~~provide~~ provide at its own expense suitable office and other ~~facilities~~ facilities including telephone and facsimile ~~services~~ services necessary for the performance of the duties of the Experts, the Senior Volunteers and the Missions as well as to bear the expenses for their operation and maintenance;

(b) provide at its own expense the local staff (including adequate interpreters, if necessary) as well as Cambodian counterparts to the Experts, the Senior Volunteers and the Missions necessary for the performance of their duties;

(c) bear expenses of the Experts and the Senior Volunteers whenever local conditions and financial possibilities of authorities concerned of the Royal Government of Cambodia permit for:

- (i) daily transportation to and from their place of work;
- (ii) their official travels within the Kingdom of Cambodia; and
- (iii) their official correspondence;

ARTICLE VI

The Royal Government of Cambodia shall bear claims, if any arises, against the Experts, the Senior Volunteers and members of the Missions resulting from, occurring in the course of, or otherwise connected with, the performance of their duties, except when the two Governments agree that such claims arise from gross negligence or willful misconduct on the part of the Experts, the Senior Volunteers or members of the Missions.

ARTICLE VII

1. (1) In case JICA provides the Royal Government of Cambodia with equipment, machinery and materials, the Royal Government of Cambodia shall exempt such equipment, machinery and materials from consular fees, taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import license and certificate of foreign exchange coverage, in respect of the importation. The equipment, machinery and materials mentioned above shall become the property of the Royal Government of Cambodia upon being delivered c.i.f. at the port of the disembarkation to authorities concerned of the Royal Government of Cambodia.

(2) In case JICA provides the Royal Government of Cambodia with equipment, machinery and materials, the Royal Government of Cambodia shall exempt such equipment, machinery and materials from taxes including value added tax and fiscal charges in respect of the local purchase.

(3) The equipment, machinery and materials mentioned in sub-paragraph (1) and (2) shall be utilized for the purpose specified in the arrangements referred to in Article II of this Agreement unless otherwise agreed upon between the authorities concerned of the two Governments.

(4) The expenses for the transportation within the Kingdom of Cambodia of the equipment, machinery and materials mentioned in sub-paragraph (1) and (2) and the expenses for their replacement, maintenance and repair shall be borne by the Royal Government of Cambodia.

2. (1) The equipment, machinery and materials, prepared by the Government of Japan, necessary for the performance of the duties of the Experts, the Senior Volunteers and members of the Missions shall remain the property of the Government of Japan unless otherwise

- coverage, in respect of the importation of:
- (i) luggage;
 - (ii) personal effects, household effects and consumer goods; and
 - (iii) one motor vehicle per Representative, per Staff, per family of the Representative and per that of the Staff assigned to stay in the Kingdom of Cambodia;
- (c) exempt the Representative, the Staff and their families who do not import any motor vehicle into the Kingdom of Cambodia from taxes including value added tax and fiscal charges in respect of the local purchase of one motor vehicle per Representative, per Staff, per family of the Representative and per that of the Staff;
- (d) exempt the Representative, the Staff and their families from the registration fee of the motor vehicles mentioned in (b)(iii) and (c);
- (e) permit ~~the~~ Representative, the Staff and their families to enter, leave and sojourn in the Kingdom of Cambodia for the duration of their assignment therein, offer them the convenience for procedures of alien registration requirements, and exempt them from consular fees;
- (f) issue identification cards and special passes to the Representative and the Staff to enter airport/seaport beyond passport control point to receive and send off the Experts, the Senior Volunteers and members of the Missions;
- (g) offer the Representative, the Staff and their families the convenience for acquisition of car driving license; and
- (h) carry out other measures necessary for the performance of the duties of the Representative and the Staff;
- (2) (a) exempt the Office from consular fees, taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import license and certificate of

specific technical cooperation programs which have commenced prior to the entering into force of this Agreement, and to the Experts, the Senior Volunteers, members of the Missions, the Representative, the Staff and their families staying in the Kingdom of Cambodia as well as to the equipment, machinery and materials related to the said programs.

2. The termination of this Agreement shall neither affect the specific technical cooperation programs being carried out until the date of the completion of the said programs, unless otherwise decided upon by mutual consent between the two Governments, nor affect the privileges, exemptions and benefits accorded to the Experts, the Senior Volunteers, members of the Missions, the Representative, the Staff and their families staying in the Kingdom of Cambodia for the performance of their duties in connection with the said programs.

ARTICLE XIII

1. This Agreement shall enter into force on the date of the signature thereof.

2. This Agreement shall remain in force for a period of one year, and shall be automatically renewed every year for another period of one year each, unless either Government has given to the other Government at least six months' written advance notice of its intention to terminate the Agreement.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Agreement.

DONE in duplicate in English at Phnom Penh on June 17, 2003.

For the Government
of Japan:

川口順子

For the Royal Government
of Cambodia:

