AGREEMENT BETWEEN

THE EXTRAORDINARY CHAMBERS IN THE COURTS OF CAMBODIA AND DURHAM LAW SCHOOL, DURHAM UNIVERISTY ON ARRANGEMENTS OF INTERNSHIP FOR STUDENTS

This Agreement is made between the Extraordinary Chambers in the Courts of Cambodia (hereinafter referred to as "ECCC") and Durham Law School at Durham University (hereinafter referred to as "Durham").

The purpose of the Agreement is to provide a management framework by which Durham students and alumni gain exposure to an international legal working environment in order to enhance their educational experience and gain international working experience through internship opportunities.

Article 1 – Eligibility and selection

- 1. Applicants to the internship programme must at the time of application be matriculated students at Durham Law School; or such graduates (alumni) with eligibility expiring one year after graduation.
- 2. Names and qualifications of proposed candidates shall be provided by Durham minimum six months prior to commencement of an internship; and subsequent endorsement of the candidates shall be returned to Durham by the ECCC within 30 days of receipt.
- 3. Final confirmation of participation in the internship programme shall be provided by Durham to the ECCC and the selected candidate minimum three months prior to commencement of any internship.
- 4. The ECCC shall establish contact with the selected candidate minimum two months prior to deployment.

Article 2 – Terms of the internship

- 1. Interns are expected to work on a full-time basis under supervision by a designated ECCC focal point.
- 2. The initial duration of an internship is one month. This period may be extended by the ECCC upon request from an intern for a maximum of five additional months. A record of attendance shall be maintained by the ECCC, which on request may be shared with Durham.
- 3. The place of internship is at the premises of the ECCC. An intern may voluntarily participate in field-based activities.

Article 3 - Responsibilities and obligations

- 1. The ECCC shall seek to create a working environment conducive to interns' substantive learning and professional development, including prepare terms of reference describing the tasks of the internship and provide constructive feedback to the intern regarding performance.
- 2. The ECCC is the owner of and entitled to all property rights with regard to material that bears direct relation to, or is made in consequence of, the services provided under the internship.
- 3. The ECCC shall not financially remunerate any intern. Cost and arrangement for travel, visas, accommodation, living expenses and insurance of any kind are the responsibility of the intern.
- 4. The ECCC shall designate a focal point for interns, which shall be available to the intern prior to, during and after their deployment at the ECCC. The relevant contact information shall be shared with selected interns through Durham in a timely manner.
- 5. The ECCC accept no responsibility for any medical insurance of any intern or any cost arising from any injury, illness or death that may occur during an internship. Prior to commencement of any internship, Durham will ensure that any selected candidate file with the ECCC proof of valid medical insurance cover and medical certificate of good health.
- 6. The ECCC shall accept no responsibility for loss or damage to personal effects during any time of the internship.
- 7. The responsibilities and obligations of the intern shall be set out in an internship agreement in English language only, attached as Annex 2 of this Agreement. Failure to comply with requirements contained in the individual internship agreement may result in the immediate termination of that agreement without compensation of any kind.

Article 4 - relationship to United Nations

- 1. The term ECCC used in this Agreement refers to the national management of the Extraordinary Chambers.
- 2. The term ECCC used in this Agreement excludes any and all functions managed by the United Nations. The United Nations is not responsible for any claim by any party where any loss of or damage to property, death or personal injury was caused by any action or omission of action during any internship.

Article 5 - Entry into force, amendments and termination

- 1. This Agreement shall enter into force upon signature of both parties and remain in effect until terminated by one party with three months' notice to the other party and not earlier then completion of any commenced internship.
- 2. This Agreement may be amended upon written agreement between the signing parties.

Article 6 - Contact information

- 1. The following person is the respective party's focal point for this agreement.
 - 1.1. Durham

Professor Lei Chen,

Deputy Dean, Strategic Development and Internationalisation email: <u>lei.chen@durham.ac.uk</u> Durham Law School, Durham University Palatine Centre, Stockton Rd, Durham DH1 3LE England Tel: + 44 191 334 2800

1.2. ECCC

Mr. SANN Rada e-mail: sann.rada@eccc.gov.kh Building 40, Russian Federation Boulevard (street 110), Mittapheap, 7 Makara, Phnom Penh 120306, Cambodia Tel: +855 23 861 500

2. The parties agree to inform each other of changes in focal points and their contact details.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have affixed their signature below

Durham Law School 9 April 2025 Extraordinary Chambers in the Court of Cambodia (ECCC), 9 April 2025

Volker ROEBEN Dean, Durham Law School

Tony KRANH Acting Director, Office of Administration

ANNEX I - Matrix of Responsibilities

The responsibilities of Durham and the ECCC with respect to the various functions are agreed to as follows:

	DURHAM	ECCC	RESPONSIBILITY
	1	I	PRE-INTERNSHIP
1		x	Provide relevant job descriptions and inform on timelines for the ECCC
			operations enabling timely planning of internships.
2	Х		Announce the internship to relevant audience and receive applications.
3	x		Process applications and present recommended candidates to the
			ECCC, including individual résumé/curriculum vitae and periods for
			individual internships.
4		Х	Selection of candidates with feedback to Durham for final approval.
5	х		Approval of selection; information to selected and rejected applicants.
			Confirmation to the ECCC of finalized internship selection.
6	x		Informing selected candidates of their responsibility for making all
			administrative arrangements that they need to have in place to take up
			the internship, including responsibility for their own financial support and
			travel arrangements (such as flights, visa and accommodations etc).
7	x		Informing selected candidates of their responsibility for procuring their
			own medical and travel insurance, to sufficiently cover their return from
			Cambodia in case of illness and medevac, and early repatriation.
8	х		Pre-travel preparation of candidates, including initial briefing on the
			ECCC and relevant legislation.
			DURING INTERNSHIP
9	х		Prior to departure, informing selected candidates of their responsibility
			to make all necessary arrangements for their arrival into Phnom Penh,
			including access to accommodation.
10		x	Arrival at the ECCC, including introductory check-in and designation of
			focal point and host office.
11		Х	Follow-up by relevant substantive and administrative officials.
12		x	Inform Durham of arrivals and departures, and irregular issues related to
			deployed interns.
			POST-INTERNSHIP
13		Х	Provide Durham with final reports on internships.
14	Х		Confirm to the ECCC completion of individual internships.



- 1. I accept the internship, which has been awarded to me by the Extraordinary Chambers in the Courts of Cambodia (ECCC), and understand the following:
 - (a) The ECCC will not pay me for my internship; all the expenses connected with it will be borne by me directly or by my sponsoring institution;
 - (b) The ECCC accepts no responsibility for costs arising from injury, illness or death that may occur during my internship; I will provide proof of my enrolment in a health and travel insurance plan that covers the full period of the internship at the duty station and provide a medical certificate of good health prior to the commencement of the internship;
 - (c) The ECCC bears no responsibility for loss or damage to my personal property that may occur during my internship; and
 - (d) I am personally responsible for obtaining necessary visas and arranging my travel to and from the duty station where the internship will be performed.
- 2. I undertake the following obligations with respect to the internship programme
 - (a) To observe all applicable rules, regulations, instructions, procedures and directives of the ECCC, including comply with local laws and customs;
 - (b) To refrain from any conduct that would adversely reflect on the ECCC, and not to engage in any activity that is incompatible with the aims and objectives of the ECCC;
 - (c) To respect the impartiality and independence required of the ECCC, and not to seek or accept instructions from any entity external to the ECCC;
 - (d) To keep confidential any and all unpublished information made known to me by the ECCC during the course of my internship that I know or ought to have known has not been made public. Except with the explicit authorization of the ECCC, I will not communicate any information or publish any reports or papers on the basis of information obtained during the internship, both during and after the completion of my internship;
 - (e) To provide immediate written notice in case of illness or other circumstances that might prevent me from completing the internship; and
 - (f) To complete and submit the internship evaluation questionnaire at the end of my internship and to return my access pass to the ECCC.
- 3. I have read and accepted the terms of reference of my internship.