TECHNICAL COOPERATION AGREEMENT

BETWEEN

DIRECTORATE GENERAL OF CAPTURE FISHERIES
THE MINISTRY OF MARINE AFFAIRS AND FISHERIES OF THE REPUBLIC OF INDONESIA

AND

THE UNIVERSITY OF RHODE ISLAND, RHODE ISLAND KINGSTON, UNITED STATES OF AMERICA

REGARDING

CAPACITY BUILDING FOR HUMAN RESOURCES OF THE DIRECTORATE GENERAL OF CAPTURE FISHERIES
(MASTER AND DOCTORATE DEGREES PROGRAM AND TECHNICAL TRAINING)

Number: /KP.440/KPA/VII/2014

1. Name: Gellwynn Jusuf
   Civil Service Reg. No.: 
   Position: Director General of Capture Fisheries
   Address: Gedung Mina Bahari II, Jl. Medan Merdeka Timur No. 16, Gambir, 
   Jakarta Pusat

   in this matter acting for and on behalf of the Directorate General of Capture Fisheries, the Ministry of 
   Marine Affairs and Fisheries of the Republic of Indonesia, domiciled at Jl. Medan Merdeka Timur No.16, 
   Jakarta 10110, hereinafter referred to as the FIRST PARTY

2. Name: David M. Dooley
   Position: President
   Address: Green Hall, 35 Campus Avenue, Kingston, RI 02881 USA

   in this matter acting for and on behalf of the University of Rhode Island, domiciled at Green Hall, 35 
   Campus Avenue, Kingston, RI 02881 USA, hereinafter referred to as the SECOND PARTY
   Hereinafter the FIRST PARTY and the SECOND PARTY shall collectively be referred to as the PARTIES

THE PARTIES first stated as follows:

1. Whereas, the FIRST PARTY is the Directorate General of Capture Fisheries, the Ministry of 
   Marine Affairs and Fisheries of the Republic of Indonesia;
2. Whereas the SECOND PARTY (also referred to herein as “the University”) is the University of Rhode Island, a public Higher Education Institution engaged in the fields of Education, Research and Training;

3. Whereas the PARTIES agree and consent to enter into this Cooperation Agreement for the purposes of helping the First Party to improve the Capacity of Human Resources of the Directorate General of Capture Fisheries by having certain designated individuals associated with the First Party undertake and complete certain Masters (S2) and Doctorate (S3) Degree programs at the University of Rhode Island based on: The Memorandum of Understanding (MOU) between the Directorate General of Capture Fisheries, the Ministry of Marine Affairs and Fisheries of the Republic of Indonesia and the University of Rhode Island, United States of America regarding Cooperation in the Academic and Training program dated October 25, 2013.

Now, therefore the PARTIES agree as follows:

ARTICLE 1
SCOPE OF ACTIVITIES

The SECOND PARTY will assist the Directorate General of Capture Fisheries in its efforts to improve its Capacity of Human Resources by:

a. Permitting up to 25 (twenty-five) eligible and qualified individuals designated by the First Party to enroll in, undertake and complete certain Master (S2) level and Doctorate (S3) level Degree programs at the University, subject to those individuals meeting all required performance, grade and other academic and behavioral requirements established by the University.

b. Providing Technical Training for Sustainable Fisheries Resources Management

ARTICLE 2
LOCATION OF ACTIVITIES

The “Organization of Improvement of the Capacity of Human Resources of the Directorate General of Capture Fisheries Through the Program of Masters (S2) and Doctorate (S3) Degree Scholarship and Technical Training Program” (sometimes referred to herein as simply “the Educational Program”) is to be performed at the University of Rhode Island, United States of America.

ARTICLE 3
ACTIVITY ORGANIZATION

(1) The SECOND PARTY shall organize the Educational Program as referred to in Article 2, for the Students of the FIRST PARTY commencing in Year 2014 and continuing until Year 2019.

(2) The SECOND PARTY shall implement the curriculum of the Program of Masters (S2) and Doctorate (S3) Degree Scholarship and Technical Training Program in accordance with the principles of education and teaching organization applicable within the SECOND PARTY.
(3) The SECOND PARTY acknowledges that a US Kaplan licensed educational institution will organize preparation courses in TOEFL iBT and Graduate Record Examination (GRE) in Indonesia in the context of preparation of the student candidates.

ARTICLE 4
RIGHTS AND OBLIGATIONS

(1) The rights of the FIRST PARTY:
   a. To receive reports, with the written consent of the students, on the development of students’ achievement submitted by the SECOND PARTY at the end of every semester in the form of an academic transcript;
   b. To receive reports, with the written consent of the students, of students’ monthly attendance and absence records, as submitted by the student and approved by second party;
   c. In the event a student withdraws, or is withdrawn, from a program, any available refund shall be made to the First Party in accordance with the University’s standard refund policy.

(2) The obligations of the FIRST PARTY:
   a. To give information to the SECOND PARTY regarding any matters related to the policies of the FIRST PARTY in the human resources capacity building sector;
   b. The FIRST PARTY must pay all the expenses, including tuition and required fees, for the Education of Students from the Master (S2) and Doctorate (S3) Degree Programs and Technical Training as referred to in Article 6 paragraph (1);
   c. The FIRST PARTY shall be responsible for the management and accountability of the Non-Education Expenses of the Students from the Master (S2) and Doctorate (S3) degree program and Technical Training.
   d. To comply with all regulations applicable within the SECOND PARTY.

(3) The rights of the SECOND PARTY:
   a. To enforce and apply all academic provisions and regulations applicable within the SECOND PARTY;
   b. To determine the grades of the Students of the FIRST PARTY pursuant to the grading policy applicable within the SECOND PARTY;
   c. To have correspondence and direct consultation with the FIRST PARTY related to the administrative obligations and study period of students from the FIRST PARTY;
   d. To receive payment of Tuition and Fees, and Training Fees, for 25 (twenty five) persons in the Master (S2) and the Doctorate Program and participants of Technical Training from the FIRST PARTY at the due time.

(4) The obligations of the SECOND PARTY:
   a. Implementation of education shall be the rights, authorities, and responsibility of the organizer of education namely the SECOND PARTY;
   b. Preparation of education program shall be the responsibility of the SECOND PARTY;
   c. Organization of academic activities shall be performed by the SECOND PARTY in accordance with the academic calendar applicable in the SECOND PARTY;
   d. To submit report of the achievement development of the Students to the FIRST PARTY with the written consent of the student;
e. To receive report of student absent monthly submitted by the student and approved by SECOND PARTY with the written consent of the student.

f. In the event a student withdraws, or is withdrawn, from a program, any available refund shall be made to the First Party in accordance with the University's standard refund policy.

**ARTICLE 5**
**FINANCING**

FIRST PARTY will be responsible for all the financing from the Master (S2) and Doctorate (S3) as well as other technical training classes, which will be arranged in a separate contract and will be signed by BOTH PARTIES.

**ARTICLE 6**
**PAYMENT MECHANISM**

(1) Payment will be made by the First Party via wire transfer to the Second Party's designated bank account.

(2) The payment mechanism shall be performed in accordance with the State financial management policy in Indonesia.

(3) The mechanism and time for payment of tuition and fees to the SECOND PARTY for the students of the FIRST PARTY shall be pursuant to the usual provisions and timelines of the SECOND PARTY connected to the timeframes for student registration applicable at the SECOND PARTY.

(4) The bank administration charge for transfer of money for the Scholarship shall be paid by the FIRST PARTY.

(5) In the event a student withdraws, or is withdrawn, from a program, any available refund shall be made to the First Party in accordance with the University's standard refund policy, provided that a prorated percentage of any non-educational fee that has been paid by FIRST PARTY and received by SECOND PARTY should be refunded to the FIRST PARTY whenever possible.

**ARTICLE 7**
**GOVERNING LAW**

This agreement shall be governed and implemented and subject to the laws applicable in the State of Rhode Island in the United States.

**ARTICLE 8**
**AGREEMENT TERMINATION**

(1) EACH PARTY may terminate this Agreement before the expiration date thereof due to a violation or default of the other party to this Agreement and the defaulting party still fails to remedy the default within 30 (thirty) calendar days after the date of request for default remedy filed by the other party by giving prior written notification to the other party no later than 30 (thirty) calendar days prior to the expiration date of this Agreement.
(2) In the event of unilateral termination by the Second Party in which the First Party has fulfilled its obligation to pay the Scholarship, then the Second Party must refund the Scholarship fund to the First Party within 14 (fourteen) calendar days as from the date of expiration of this Agreement.

**ARTICLE 9**

**CORRESPONDENCE**

(1) All notifications and correspondence between the PARTIES hereto in relation to implementation of this Agreement shall be made in writing and shall be deemed delivered to the relevant person if accompanied with the receipt thereof.

(2) Every notification and or correspondence shall be addressed to the following:

**FIRST PARTY:**
Address: Mina Bahari II Building, Floor 10
Jl. Medan Merdeka Timur No. 16, Jakarta Pusat 10110
Telephone: (021) 3519070
Facsimile: (021) 3453008
Attn.: Directorate of Fisheries Resources Management - Directorate General of Capture Fisheries

**SECOND PARTY:**
Address: Green Hall, 35 Campus Avenue
Kingston, RI 02879
Telephone: 401-874-.4410
Facsimile: 401-874-7844
Attn.: President
cc.: Assistant to Provost for Global Strategies and Academic Partnerships

**ARTICLE 10**

**MISCELLANEOUS**

(1) Any supplement/amendment to this Agreement may only be adopted with the written approval of both PARTIES.

(2) In the event that at the time of expiration or termination of this Agreement there is an obligation not yet fulfilled, then the provisions in this Agreement shall remain applicable until fulfillment of the said obligation.

(3) A certified Indonesian translation of this agreement will be provided by the First Party after the execution of this agreement. In the event of an actual or perceived conflict between the meanings of the English and Indonesian versions of this agreement, the English version shall be given preference and shall prevail.

[Signature Page Follows]
Hence this Agreement has been drawn up and signed on the day and date as mentioned above in duplicates, each having the same legal force.

Rhode Island, the _____ day of ________ 2014.

FIRST PARTY (PIHAK KEDUA)
By its

Gellwynn Jusuf
PROVOST DAN WAKIL REKTOR BIDANG AKADEMIK

SECOND PARTY: UNIVERSITY OF RHODE ISLAND

David M. Dooley
PRESIDENT