MEMORANDUM OF UNDERSTANDING

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

CONCERNING

COOPERATIVE RELATIONS ON
ACADEMIC PROGRAMMING AND TRAINING

I. PURPOSE

This Memorandum of Understanding (MOU) between the Ministry of Marine Affairs and Fisheries of the Republic of Indonesia, represented by the Directorate General Capture Fisheries (DGCF), and the University of Rhode Island (URI) provides a basis for cooperation to develop academic programming and staff training opportunities and cultural interchange in education, research, and other areas. DGCF and URI (each, a “Party” and, collectively, “Parties”) share the common goal of strengthening the sustainable fisheries management in Indonesia through capacity development program.

Pursuant to this MOU, the Parties will seek to work together on activities that reflect mutual interests, shared values and priorities, and the Parties will focus on fostering and developing a mutually beneficial relationship between URI and DGCF. The purpose of this MOU is to set forth the understanding and intention of the Parties with regard to these shared goals.

The Parties are entering this MOU with the understanding that each will maintain its own separate and unique mission, mandate and mechanisms of accountability.

II. BACKGROUND

Recognizing the common concern and necessity of the Parties on the sustainable management and utilization of fisheries resources in Indonesia, it is considered necessary to further promote cooperative relationship between both Parties through building the capacity of human resources of DGCF. Such capacity building program would be achieved through inter alia, development of the academic programming and staff training opportunities and cultural interchange in education, research, and other areas conducted at the University of Rhode Island. This program will be held starting from 2014 until 2019.
III. UNDERTAKING OF THE PARTIES

Both Parties agree that a cooperative relationship between DGCF and URI will maximize the collective capacity of all involved to support the implementation of capacity development program that support the sustainable fisheries management in Indonesia.

Accordingly, subject to mutual consent, the Parties’ agree to work together and mutually support each other in efforts to design and implement following activities:

1. Specially designed short-term DGCF staff training programs
2. Academic degree programming for DGCF staff
3. DGCF staff development projects
4. Collaborative research activities with URI faculty and DGCF staff
5. DGCF staff participation in seminars and academic meetings

The terms of such activities and the budget required for them shall be mutually discussed and agreed upon in writing and signed by both parties prior to the initiation of any specific program or activity. Each program or activity shall be negotiated on an annual basis.

IV. GENERAL PROVISIONS

A. Effect of MOU

Unless specifically provided otherwise, the cooperation between the Parties outlined in this MOU is not to be considered or construed as a legal partnership or other type of legal entity or personality. Nothing in this MOU shall be construed as superseding or interfering in any way with other agreements or contracts entered into between the Parties, either prior to or subsequent to the signing of this MOU. Nothing in this MOU is to be construed as establishing an exclusive working relationship or an endorsement of a specific private entity.

The Parties further specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by either Parties or create any rights in any third party under this MOU.

DGCF will obligate, commit and expend funds and carry out operations pursuant to this MOU in accordance with the applicable laws and regulations of the Republic of Indonesia.

URI will conduct, perform and carry out its operations and obligations pursuant to this MOU in accordance with the applicable laws and regulations of the State of Rhode Island and United States of America.

B. Coordination and Consultation

The Parties shall provide each other with such information as may be needed to facilitate provision of the cooperation hereunder and to evaluate the effectiveness of the cooperation. The Parties shall also meet periodically to review cooperation hereunder and otherwise share relevant information. Any issues concerning the interpretation, administration or implementation of this MOU shall be resolved by consultation between the Parties.
C. Area

Subject to mutual consent, the area of cooperation includes any program offered at URI where the two parties believe cooperation is feasible and desirable and which would contribute to fostering and developing a mutually beneficial relationship between URI and DGCF.

D. Additional Instruments and the Availability of Funds

In order to implement activities described in this MOU, DGCF may enter into such contracts and other instruments with URI, as deemed appropriate. It is these instruments, once fully executed, that will constitute legal obligations of DGCF. All activities and undertakings of Parties pursuant to this MOU are subject to the availability of funds and to further agreement between DGCF and URI regarding the provision of such activities.

E. Designated Points of Contact

Each Party has appointed a primary point of contact and liaison responsible for the management and development of the relationship between the Parties under this MOU and any notice or communication required to be pursuant to this MOU shall be effective when received, if (i) delivered by commercial courier; (ii) faxed (with appropriate fax receipt showing that it was successfully transmitted); or (iii) mailed, postage prepaid, by certified mail, return receipt requested, to the said points of contact as follows:

**DGCF** : Ministry of Marine Affairs and Fisheries of the Republic of Indonesia
   Directorate Fisheries Resources, Directorate General Capture Fisheries
   Jakarta, Indonesia
   **Toni Ruchimat**
   Director
   Phone/fax : + 62-21-345-3008
   Email : truchimat@yahoo.com

**URI** : University of Rhode Island
   Kingston, United States of America
   **Nancy Stricklin**
   Assistant to the Provost for Global Strategies and Academic Partnerships
   Phone : + 401-874-7113
   Email : nancys@uri.edu

F. Effective Date, Duration, Amendments, and Termination

This MOU shall become effective upon signature by both Parties. The duration period of this MOU will remain in force for a period of five years subject to the availability of funds to support activities. However, the duration may be extended beyond this initial period if both Parties agree in writing. In addition, this MOU may be modified if both Parties agree in writing. Either Party reserves the right to terminate this MOU in writing at any time but should endeavor to provide at least 90 days notice to the other Party.
IN WITNESS WHEREOF, the Parties, both acting through its duly authorized representative, have caused this Memorandum of Understanding to be signed in their names and delivered as of the date below.

DONE at the University of Rhode Island, on the October 25th in the year of 2013, in two original copies. Both copies are in English language, all texts being equally authentic.

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

GELLYWYN JUSUF
DIRECTOR GENERAL

DONALD H. DEHAYES
PROVOST AND VICE PRESIDENT
FOR ACADEMIC AFFAIRS