WORK AGREEMENT (CONTRACT)

IMPROVEMENT OF THE CAPACITY OF HUMAN RESOURCES
OF THE DIRECTORATE GENERAL OF CAPTURE FISHERIES
IN MASTER AND DOCTORAL PROGRAMS

NUMBER: 04.3/KU.110/PPK/COREMAP-CTI/V/2016
DATED May 10, 2016

between:

Directorate General of Capture Fisheries
The Ministry of Marine Affairs and Fisheries of the Republic of Indonesia
By its
Commitment Making Official at the Work Unit of the Coral Reef Rehabilitation And Management
Program-CTI (COREMAP-CTI) Project

and

University of Rhode Island United States of America

DIRECTORATE GENERAL OF CAPTURE FISHERIES

FISCAL YEAR 2016
DIRECTORATE GENERAL OF CAPTURE FISHERIES

WORK AGREEMENT (CONTRACT)

WORK: IMPROVEMENT OF THE CAPACITY OF HUMAN RESOURCES OF THE DIRECTORATE GENERAL OF CAPTURE FISHERIES IN MASTER AND DOCTORAL PROGRAMS

NUMBER: 093/KE/110/PDK/OREMAP-CTI/N/2016

DATE: May 10, 2016

On this day, Tuesday, May Ten, of two thousand And sixteen (10-05-2016), we the undersigned:

1. Name: M Abduh Nurhidajat

Civil Service Reg. No.: 19590529 198403 1 003

Position: Commitment Making Official at the Work Unit of the Coral Reef Rehabilitation And Management Program-CTI (COREMAP-CTI) Project of the Directorate General of Capture Fisheries Fiscal Year 2015

Address: Secretariat of COREMAP-CTI Project - Directorate General of Capture Fisheries

Gedung Mina Bahari II Lt. 12 Jl. Medan
Merdeka Timur No. 15, Gambir

Jakarta Pusat, Kode Pos 10110, DKI Jakarta, Indonesia,

in this matter acting for and on behalf of the DIRECTORATE GENERAL OF CAPTURE, MINISTRY OF MARINE AFFAIRS AND FISHERIES of Republic of Indonesia hereinafter referred to as the FIRST PARTY.

2. Name: David M. Dooley

Position: President, University of Rhode Island

Address: Green Hall, 35 Campus Avenue, Kingston, RI 02881 USA,

In this matter acting for and on behalf of the UNIVERSITY OF RHODE ISLAND, hereinafter referred to as the SECOND PARTY (or “the University”).

agree on behalf of our respective organizations as follows:

ARTICLE 1
DUTIES AND SCOPE OF WORK

The Second Party will provide the educational programs (Masters and Doctoral level degree programs) and related Technical Training, as described in the Technical Cooperation Agreement identified in Article 2 below, and in this Work Agreement, to designated individuals associated with the First Party, in exchange for payments and other cooperation to be provided by the First Party. Such educational programs and technical training to be provided by the Second Party, which shall generally be referred to herein simply as “the Educational Program” is also sometimes referred to by the technical title of the larger funded program of which the Educational program is a part, i.e. the “Program to Improve the Capacity of the Human Resources of the Directorate General of Capture Fisheries in the Master and Doctoral Programs”.

ARTICLE 2

BASIS OF WORK IMPLEMENTATION

The Basis of Work Implementation is as follows:

1. The Budget Implementation Plan (DIPA) of the Work Unit of the Directorate of Fishery Resources, the Directorate General of Capture Fisheries Fiscal Year 2016 Number : SP DIPA 032.03.1.015122/2016, dated December 7, 2015;

2. The MOU between the Directorate General of Capture Fisheries and the University of Rhode Island regarding Cooperative Relations On Academic Programming and Training dated October 25, 2013;


ARTICLE 3

IMPLEMENTATION PERIOD

1. The implementation period for Year 3 of the Educational Program (a/k/a/ “The Program of Improvement of the Capacity of Human Resources of the Directorate General of Capture Fisheries in the Master and Doctoral Programs”) until 100% (one hundred percent) completion as mentioned in article 1 paragraph 1 of this agreement is stipulated for 1 (one) year effective as from June, 2016 for 1 (one) year academic calendar.

2. The work completion period as mentioned in paragraph 1 of this article cannot be changed by the SECOND PARTY, unless based on order or approval from the FIRST PARTY in writing.
ARTICLE 4

CONTRACT VALUE

1. The contract price (i.e. the amount to be paid to the Second Party by the First Party) for Year 3 of the Educational Program as mentioned in Article 1 of this Agreement, which includes three credits from January 2016 J-term for each of 7 returning students, a total of 20 credits during the summer 2016 for 8 returning students (6 students took three credits each and two students took one credit each), and full time enrollment in fall 2016 and spring 2017 for 10 students is a total of US $347,595.

2. The Contract Value of the work mentioned in paragraph 1 of this article is for the payment of:
   - Tuition fee
   - Registration Fee
   - Health insurance fee
   - Health services fee
   - Student service fee
   - Technology fee
   - Bench fee
   - Transcript fee – one time only new students
   - Document fee – one time only new students

for 8 (eight) returning students, namely:
   a. Diky Suganda
   b. Muhammad Febrianoer
   c. Haryo Topo Yuwono
   d. Mochamad Rachadian Prayoga
   e. Agustian Syarib
   f. Antonius Sujanto Siregar
   g. Angga Nugraha
   h. Fery Sutyawan

and 2 (two) new students, namely:
   a. Edwinson Setya Firmana
   b. R. Tono Amboro

In addition, the contract price (i.e. the amount to be paid to the Second Party by the First Party) includes payment of the January 2016 term (J-term) for 3 credits already taken by each of 7 (seven) returning students above is US $10,815.

The total of $347,595 listed in paragraph 1 of this article includes all of the abovementioned costs. All costs are subject to change, but final charges will be reflected in invoice sent to the Ministry.
ARTICLE 5

PAYMENT METHOD

1. The payment as intended in Article 4 paragraph (1) above shall be made through KPPN Jakarta Loan and Grant (Khusus) by way of transfer to the account of treasure of the Unit of Directorate Fisheries Management and then transfer to the University of Rhode Island having its address at Green Hall, 35 Campus Avenue, Kingston, RI 02881 USA, with account at Bank of America acc. Number 9392156346 under the name University of Rhode Island.

ARTICLE 6

FORCE MAJEURE

1. The events of force majeure occurring beyond the control of the SECOND PARTY hence causing failure to fulfill the obligations stipulated in the contract include the following:

   a. War, riot, revolution, natural disasters (earthquake, typhoon, volcanic eruption, landslide, plague), that may cause stoppage or hindrance to the implementation of work.
   b. Change or amendment to Government Regulation and Monetary Regulation that directly relates to and causes increase of prices of goods/equipment and transportation cost.

2. In the event of force majeure, the SECOND PARTY must notify the FIRST PARTY in writing no later than 7 (seven) days as from the occurrence of the “force majeure” along with the valid evidences thereof, as well as the time the event of “force majeure” ends.

3. The FIRST PARTY must respond within 3 times 24 hours to the SECOND PARTY regarding the relevant force majeure in writing, and if the FIRST PARTY fails to give response, the FIRST PARTY is deemed to approve of the “force majeure”.

ARTICLE 7

DISPUTE SETTLEMENT

1. In the event of dispute in the Work Agreement (contract) between the FIRST PARTY and the SECOND PARTY, then principally it will be settled amicably, and if the dispute cannot be settled amicably, then a non-binding mediation committee shall be formed which consists of:

   - Representative from the FIRST PARTY
   - Representative from the SECOND PARTY as members
   - A THIRD PARTY who is an expert as a mediator/arbitrator/intermediary

which committee will be expected to propose a settlement, but the term of any such settlement must be agreed to by the FIRST PARTY and the SECOND PARTY.

2. In the event that settlement cannot be reached by applying the procedure as mentioned in paragraph of this article, then the dispute shall be further settled through the legal avenue as applicable in the State of Rhode Island, United States of America.
3. The decision made by the Committee and or the Court shall be binding to the FIRST PARTY and the SECOND PARTY.

**ARTICLE 8**

RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The Rights and Obligations of the FIRST PARTY are as follows:

   a. To receive progress reports on the program participants’ achievement, subject to the consent of the student from the SECOND PARTY at the end of every semester in the form of Interim Academic Transcript (DNS);
   b. To receive reports of attendance of program participants, subject to the consent of the student, at the end of every month proposed by the participants that have been approved by the SECOND PARTY;
   c. To give information to the SECOND PARTY, to the extent such information is requested by the Second party, regarding any matters related to the policy of the FIRST PARTY in the field of human resource development;
   d. The FIRST PARTY must pay all the education cost for the students in the Master and Doctoral programs;

2. The Rights and obligations of the SECOND PARTY are as follows:

   a. To deliver the progress report on the program participants’ achievement, subject to the consent of the student, to the FIRST PARTY;
   b. To deliver reports of attendance of program participants every month proposed by the participants, subject to the consent of the student, that have been approved by the SECOND PARTY;
   c. To determine the grade, passing and achievement of the participants of the FIRST PARTY in accordance with the provisions and grade and passing as applicable within the SECOND PARTY;
   d. To have correspondence and direct consultation with the FIRST PARTY related to administrative matters and study term of the participants from the FIRST PARTY;
   e. To receive payment for enrollment, education fee and administrative charges for 7 (seven) participants.

**ARTICLE 9**

MISCELLANEOUS

1. Any addition/amendment to this Agreement may only be made under the written approval of the PARTIES.

2. In the event that this Agreement ends or terminated, and there are still obligations not fulfilled, then the provisions on this Agreement shall continue to apply until fulfillment of the obligations.

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.
ARTICLE 10

CLOSING

1. This Work Agreement (Contract) is signed by both the FIRST PARTY, and by the SECOND PARTY at the University of Rhode Island, and shall be effective on the day and date as mentioned on the cover page of this agreement, on 4 (four) copies consisting of 2 originals duly-stamped respectively held by the FIRST PARTY and the SECOND PARTY, whereas the other 2 (two) copies are signed originals without stamp duties handed to the interest parties and have relation with the work of improvement of the Capacity of the Human Resources of the Directorate General of Capture Fisheries in the Master's and Doctoral Programs.

2. This Work Agreement (Contract) is declared in effect as from today, the day on which this agreement is signed by BOTH PARTIES.

FIRST PARTY,

Directorate General of Capture Fisheries By its Commitment Making Official at the Work Unit of COREMAP-CTI Project

[Signature]

BY: m. Abduh Nurhidajat
Civil Service Reg. No.
19590529 198403 1 003

SECOND PARTY,
President, University of Rhode Island

[Signature]

BY: David M. Dooley

Witness,
Project Manager of COREMAP-CTI
Directorate General of Capture Fisheries

[Signature]

BY: Toni Ruchimat