

Article 27. GOVERNING LAW

This AGREEMENT shall be governed by, and construed and interpreted under the laws of the Republic of Indonesia.

Article 28. JURISDICTION

The parties hereto agree that all the lawsuits hereunder shall be exclusively brought in the Lower Court of Jakarta Selatan of Indonesia.

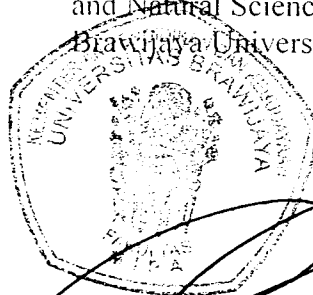
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed by their duly authorized representatives in duplicate as of the day and year first above written, each party retaining one (1) copy thereof, respectively.

For and on behalf of :
Japan International
Cooperation Agency (JICA)
(Project on Capacity Building for
Restoration of Ecosystems
in Conservation Areas)



M. Hiideki MIYAKAWA
JICA Chief Advisor

For and on behalf of :
Faculty of Mathematics
and Natural Science
Brawijaya University



Prof. Dr. Marjono, M.Phil
Dean

Witness:

A handwritten signature in black ink.

Dr. Ir. Ayu Dewi Utari, MSi
Head of Bromo Tengger Semeru National Park

NO. 018/JICA-RECA/VII/2012

**SERVICE AGREEMENT
FOR
PROJECT ON CAPACITY BUILDING FOR
RESTORATION OF ECOSYSTEMS IN
CONSERVATION AREAS**

July 11th, 2012

Between

**JAPAN INTERNATIONAL COOPERATION AGENCY
(JICA)**

**(Project on Capacity Building for Restoration of
Ecosystems in Conservation Areas)**

AND

**FACULTY OF MATHEMATICS AND NATURAL
SCIENCE**

**BRAWIJAYA UNIVERSITY
MALANG**

SERVICE AGREEMENT

This AGREEMENT is made and entered into effect on this July, 11th, 2012 by and between Japan International Cooperation Agency (Project on Capacity Building for Restoration of Ecosystems in Conservation Areas) (hereinafter referred to as “JICA”) with the office at Manggala Wanabakti Building, Blok IV/6th Floor, Jl. Gatot Subroto, Jakarta 10270, and represented in this contract by its Chief Advisor, Mr. Hideki MIYAKAWA, and Faculty of Mathematics and Natural Science Brawijaya University, a consulting institution duly organized and existing under the laws of the Republic of Indonesia, (hereinafter referred to as the “CONSULTANT”), with principal office at Fakultas MIPA Universitas Brawijaya, Jalan Veteran, Malang 65145, Indonesia and represented in this agreement by its Dean Faculty Prof. Dr. Marjono, M. Phil as the other part.

WITNESSETH:

WHEREAS, JICA is desirous that a consulting service (hereinafter referred to as “the Service”) will be rendered by the CONSULTANT.

WHEREAS, the Consultant is willing to render the Services to JICA in accordance with the terms and conditions contained hereinafter.

NOW, THEREFORE, in consideration of covenants and agreements herein contained, the parties hereto hereby agree as follows:

Article 1. DEFINITIONS

- 1.1 In this AGREEMENT, the following terms have the following meanings, except where the context otherwise requires :
- (1) “**Terms of Reference**”, “**Structure of Study Team**”, “**Implementation Schedule**”, and the “**Budget for Study**” mean the documents of those titles annexed to and forming an integral part of this AGREEMENT which gives the detailed terms of rendering the Service.
 - (2) “**Product**” means the reports, spreadsheets, graph, diagrams, designs, work products, software, or any other documents specified in the Scope of Work of the Specification which the CONSULTANT shall produce in the course of or as a result of the Service.
 - (3) “**JICA’s Inspector**” means the personnel designated by JICA to perform an inspection.
 - (4) “**Force Majeure**” means any Act of God, strikes, lockouts or industrial disturbances, acts of the public enemy, wars, blockades, earthquakes, storm, lightning, floods, washouts, civil disturbances, explosions, and other similar events beyond the control of either party and which by exercise of due diligence neither of the parties is able to overcome.