

No.

CONTRACT

BETWEEN

(NAME OF THE EXECUTING AGENCY)

(NAME OF THE RECIPIENT COUNTRY)

AND

(NAME OF THE AGENT)

JAPAN

REGARDING

MANAGEMENT SERVICES

FOR

THE PROJECT FOR

HUMAN RESOURCE DEVELOPMENT SCHOLARSHIP

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## CONTRACT

THIS CONTRACT, made and entered into this \*\*th day of \*\*\*\*\*, 20\*\* by and between (name of the executing agency), (name of the recipient country (以下「正式国名」)) (hereinafter referred to as “the Client”) and (name of the agent), duly organized and existing under the laws of Japan, having its principal office at (address of the agent), Japan (hereinafter referred to as “the Agent”),

## WITNESSETH:

WHEREAS, the Japan International Cooperation Agency (hereinafter referred to as “JICA”) extends its grant to the Government of (name of the recipient country) on the basis of the Grant Agreement signed on the \*\*th day of \*\*\*\*\*, 20\*\* between the Government of (name of the recipient country)(G/A の署名相手方の名称) and JICA concerning the Project for Human Resource Development Scholarship (hereinafter referred to as “the Project”); and

WHEREAS, the Client, as competent authority for the Project, is desirous of receiving management services of the Agent for the Project; and

WHEREAS, the Agent is willing to furnish such services to the Client under the terms and conditions as set forth in the Contract;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

## Article 1. Definitions

In interpreting or construing the Contract, the following expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

**“The Exchange of Notes”** means the notes exchanged between the Government of (name of the recipient country) and the Government of Japan on the \*\*th day of \*\*\*\*\*, 20\*\* (hereinafter referred to as “the E/N”) in connection with the Grant Aid from the Government of Japan concerning the Project for Human Resource Development Scholarship.

**“The Grant Aid”** means a Japanese official development assistance scheme.

**“The Grant”** means a grant extended by JICA for the process of contributing to the implementation of the Project for Human Resource Development Scholarship, in accordance with the Grant Agreement.

**“The Grant Agreement”** means the agreement signed on the \*\*th day of \*\*\*\*\*, 20\*\* between the Government of (name of the recipient country) and JICA (hereinafter referred to as “the G/A”) in connection with the execution of the Grant to the Government of (name of the recipient country) for the purpose of contributing to implementation of the Project for Human Resource Development Scholarship.

**“The Project”** means the Project for Human Resource Development Scholarship in conformity with the G/A and to be implemented by the Government of (name of the recipient country).

**“The Client”** means the (name of the executing agency), (name of the recipient country) and shall include any person or persons authorized by the Client.

**“The Agent”** means (name of the agent), which shall provide professional services for implementing the Project and shall include any person or persons authorized by the Agent.

**“JDS Fellows”** means participants in the Project who study in Japanese higher

educational institutions.

The maximum number of person is (number) (数字表記) who will come to Japan in the year 20\*\* (契約開始年度の翌年(暦年)) as JDS Fellows of 20\*\* (契約開始年度の翌年(暦年))batch.

The maximum number of person is (number) (数字表記) who will come to Japan in the year 20\*\* (契約開始年度の翌々年(暦年)) as JDS Fellows of 20\*\* (契約開始年度の翌々年(暦年))batch.

**“Ex-JDS Fellows”** means participants who finished their academic study and returned to their home country under the Project and, if any, former projects.

**“The Recipient Country”** means (name of the recipient country).

**“The Embassy of the Recipient Country”** means the Embassy of the Recipient Country in Japan, which issues the necessary certificate(s) for each payment on behalf of the Client upon receipt of the request from the Client.

**“JICA”** means an agency which was established based on the Japanese Act on Incorporated Administrative Agency - Japan International Cooperation Agency promulgated in 2002.

**“The Service”** means all services to be furnished by the Agent, as stipulated in Article 4 of the Contract; or the performance of such services.

**“The Contract”** means this contract concluded between the Client and the Agent.

**“The Contract Documents”** means the documents consisting of the following, and are incorporated in and made part of the Contract, as though fully written out and set forth herein.

- Minutes of Discussions
- Implementation Schedule
- Statements

**“The Contract Price”** means the price defined in Article 5 hereof.

**“The Scholarship Costs”** means the actual expenses of JDS Fellows to attend a Japanese higher educational institute and stay in Japan. The Scholarship Costs are paid through the Expenses Transfer Service stipulated in Article 4 and are reimbursable in the Contract.

**“The Agent Fee”** means labor costs and expenses necessary for the Service as stipulated in Article 4.

**“The Party”** means the Client or the Agent, as the case may be, and **“the Parties”** means both of them.

**“The Preparatory Survey Report”** means a report that describes the result of the survey and the Project design agreed to between the government of the Recipient Country and JICA.

**“The Operating Committee”** means the committee that is to make decisions on the operating plan for the Project in the Recipient Country. This committee is comprised of government officials from the Recipient Country and of Japanese officials from the Embassy of Japan and/or JICA.

**“The Operating Guidelines”** means the operating guidelines of the Grant Aid for human resource development scholarship set up by JICA.

**“The Special Program”** means the customized activities provided for JDS Fellows by Japanese higher educational institutions and/or by JICA to maximize the impact of the Project, within a certain budget in the Contract.

**“The Follow-up Seminars”** means the customized activities for Ex-JDS Fellows given by the Japanese higher educational institutions and/or by JICA to maximize the impact of the Project.

Words importing the singular only also include the plural and vice versa where the context requires. Words indicating one gender include all genders.

## **Article 2. Basis of Contract**

Any and all stipulations of the Contract shall be consistent with the content of the G/A. Should any stipulation of the Contract be in conflict with the G/A, such stipulations shall be rectified to be consistent with the G/A.

## **Article 3. Source of Funds**

### **3.1 Reference to the Grant**

The Client has received the Grant from JICA, in the amount and on the signed date of the G/A, towards the costs of the Project. The Client intends to apply the Grant to eligible payments under this Contract. Disbursement of the Grant by JICA will be subject, in all respects, to the terms and conditions of the G/A and the Operating Guidelines, including the disbursement procedures.

### **3.2 Terms of the Grant Availability**

The availability of the Grant is defined separately by the following terms;

Term 1: From the signing date of this Contract to *[date (expiry date of the Grant in G/A)]*,

Term 2: From the commencement date of Term 2 specified in the G/A to *[date (expiry date of the Grant in G/A)]*,

Term 3: From the commencement date of Term 3 specified in the G/A to *[date (expiry date of the Grant in G/A)]*,

Term 4: From the commencement date of Term 4 specified in the G/A to *[date (expiry date of the Grant in G/A)]*, and

Term 5: From the commencement date of Term 5 specified in the G/A to *[date (expiry date of the Grant in G/A)]*.

## **Article 4. Scope of the Services of the Agent**

4.1 The Agent shall render its management services for the Project on the basis of the Operating Guidelines, the Preparatory Survey Report and the Contract Documents.

4.2 The Service during implementing the Project shall consist of the following services:

(1) Concurrence of and reporting to JICA

The Agent shall assist the Client in obtaining the concurrence from and furnishing the progress and final report with JICA in accordance with the G/A and Applicable Guidelines. The assistance shall include the followings:

- (a) Preparing or reviewing the required documents and the progress reports in accordance with the G/A and Applicable Guidelines,
- (b) Submitting to JICA the required documents for review and concurrence or the progress reports,
- (c) Responding to the inquiry or clarification requested by JICA, and
- (d) The Agent on behalf of the Client may coordinate with JICA.

(2) Undertaking by the Client

The Agent shall monitor the progress of the undertaking by the Client stipulated in the G/A and the Government of the Recipient Country and should take appropriate action to expedite progress if necessary for smooth implementation of the Project.

(3) Reporting of event

Reporting to the Client and JICA promptly the occurrence of any accident in connection with the Project.

(4) Liaising with JICA

Liaising all the time with JICA on any issue which JICA may require under the relevant guidelines.

4.3 The scope of the Services rendered by the Agent for the Project shall consist of, but not limited to, the following services related to the JDS Fellows of the number indicated in Article 1.

(1) Support for Recruiting and Selection of the JDS Fellows (for 20\*\* (契約開始年度の翌年(暦年))batch and 20\*\* (契約開始年度の翌々年(暦年))batch)

The Agent shall support the Client to recruit and select the JDS Fellows by providing necessary information regarding Japanese higher education institutions, hold an explanatory meeting in the Client's country, screening the applications, coordinating with Japanese higher education institutions, and arrange interviews test with them.

(2) Preparation of Enrollment (for JDS Fellows 20\*\* (契約開始年度の翌年(暦年))batch)

年))batch)

The Agent shall assist the JDS Fellows in preparing necessary documents to facilitate their placement at selected educational institutions. The Agent shall also provide preparatory training for the JDS Fellows in the Client's country, with general information and guidance of Japan, including language training.

(3) Acceptance of the JDS Fellows in Japan

The Agent shall make necessary arrangement for the JDS Fellows' travelling to Japan. The Agent shall also provide orientation program after their arrival in Japan.

(4) Monitoring (for JDS Fellows 20\*\* (契約開始年度の翌年(暦年))batch)

The Agent shall continually monitor the JDS Fellows in Japan, supporting them in case of any trouble, and report their situation to the Client. The Agent shall also hold additional events, such as JICA Scholars Networking Seminar.

(5) Evaluation Program (for JDS Fellows 20\*\* (契約開始年度の翌年(暦年))batch)

The Agent shall implement evaluation program at the time of graduation, both in Japan and the Client's country. The Agent shall also support Follow-up Seminars in the Client's country implemented by the Japanese higher educational institutions.

4.4 The Agent shall submit the following reports to the Client.

(1) Project Monitoring Reports

The Agent shall prepare Project Monitoring Reports (PMRs) semi-annually in such form and in such detail as JICA may reasonably request, and submit them to JICA on behalf of the Client, and simultaneously to the Client and the Embassy of the Client country in Japan.

(2) Project Completion Report

The Agent shall prepare the Project Completion Report on the form required by JICA, and submit to the Client within 6 (six) months after the Services has completed.

4.5 The Agent shall also provide services for disbursement of the Scholarship Costs, on behalf of the Client, in accordance with the provision of the "Operating Guidelines of the Project for Human Resource Development Scholarship by Japanese Grant Aid (JDS)" (May, 2024).

4.6 The Agent shall commence the Service from the date of signing of the Contract.

The Service is expected to be completed on or before the 31st day of March 20\*\*  
(the end of month one year after the last JDS Fellow returns to their home country.) (←  
資金上での計画完了を早めるため最後(博士)の留学生帰国年度の年度末と設定).

## Article 5. Agent Fee and Scholarship Costs

5.1 The Client shall remunerate the Agent in the amount of \*\*\*\*\*million\*\*\*\*\*thousand Japanese Yen (JPY\*\*\*,\*\*\*,000) as the Agent Fee.

5.2 The Client shall reimburse the Agent the following expenses, which the Agent will have paid, of up to \*\*\*\*\*million\*\*\*\*\*thousand Japanese Yen (JPY\*\*\*,\*\*\*,000) as the Scholarship Costs. This shall include costs for:

- ✓ Fees for Examinations/Entrance and Tuition
- ✓ Travel allowances to and from Japan
- ✓ Domestic travels expense
- ✓ Insurance fee
- ✓ Outfit allowances
- ✓ Scholarships
- ✓ Accommodation allowances
- ✓ Subsidiary allowances to purchase books
- ✓ Traveling and seminar allowances

5.3 The breakdown of the Agent Fee and the Scholarship Costs for each Term, as stipulated in Article 3, shall be as follows;

(1) Term 1

Agent Fee:

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\_\_\_,\_\_\_,000)

Scholarship Cost:

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\_\_\_,\_\_\_,000)

(2) Term 2

Agent Fee:

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\_\_\_,\_\_\_,000)

Scholarship Cost:

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\_\_\_,\_\_\_,000)

(3) Term 3

Agent Fee:

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

Scholarship Cost:

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

(4) Term 4

Agent Fee:

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

Scholarship Cost:

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

(5) Term 5 (博士課程秋入学がある場合のみ)

Agent Fee:

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

Scholarship Cost:

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*,\*\*\*,000)

## Article 6. Terms of Payment

### 6.1 Terms of Payment

In accordance with the G/A, the Client shall make a Banking Arrangement (B/A) with a bank in Japan (hereinafter referred to as “the Bank”) to authorize the Bank to pay the Agent Fee and the Scholarship Costs stipulated in Article 5 hereof to the Agent. The payment to the Agent hereof shall be made in Japanese Yen through the Bank under an irrevocable Authorization to Pay (A/P), which shall be issued by the Client to the Bank.

## Article 7. Schedule of Payment

### 7.1 Payment Schedule for the Agent Fee

#### (1) Advance Payment

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*,\*\*\*,000), which corresponds to \*\*\*\*\* percent (\*\*\*\*%) of the Agent Fee, shall be paid upon concurrence on the Contract by JICA.

The request for the Advance Payment shall be submitted together with a

photocopy of the certificate of concurrence on the Contract by JICA.

(2) First Interim Payment

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*, \*\*\*,000), which corresponds to \*\*\*\*\* percent (\*\*\*\*%) of the Agent Fee, shall be paid upon submission of the first interim report to the Client and the Embassy of the Recipient Country in Japan and acceptance by the Client or the Embassy of the Recipient Country in Japan.

The request for the first interim payment shall be submitted together with the Certificate of Acceptance of the first interim report issued by the Client or the Embassy of the Recipient Country in Japan.

(3) Second Interim Payment

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*, \*\*\*,000), which corresponds to \*\*\*\*\* percent (\*\*\*\*%) of the Agent Fee, shall be paid upon submission of the third interim report to the Client and the Embassy of the Recipient Country in Japan and acceptance by the Client or the Embassy of the Recipient Country in Japan.

The request for the second interim payment shall be submitted together with the Certificate of Acceptance of the third interim report issued by the Client or the Embassy of the Recipient Country in Japan.

(4) Third Interim Payment (5 年型の場合のみ、任意で設定可能)

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*, \*\*\*,000), which corresponds to \*\*\*\*\* percent (\*\*\*\*%) of the Agent Fee, shall be paid upon submission of the fifth interim report to the Client and the Embassy of the Recipient Country in Japan and acceptance by the Client or the Embassy of the Recipient Country in Japan.

The request for the third interim payment shall be submitted together with the Certificate of Acceptance of the fifth interim report issued by the Client or the Embassy of the Recipient Country in Japan.

(5) Final Payment (4/5 年型共通)

Remaining of Agent fee up to \*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*, \*\*\*,000), which corresponds to \*\*\*\*\* percent (\*\*\*\*%) of the Agent Fee, shall be paid upon completion of the Service under the Contract.

The request for the final payment shall be submitted together with the Certificate of Completion of the Service of Term [4/5 (Term に応じ4 または5 を選択)] issued by the Client or the Embassy of the Recipient Country in Japan.

## 7.2 Payment Schedule for the Scholarship Costs

### (1) Advance Payment

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*, \*\*\*,000), which corresponds to \*\*\*\*\* percent (\*\*\*\*%) of the Scholarship Costs, shall be paid upon concurrence on the Contract by JICA.

The request for the Advance Payment shall be submitted together with a photocopy of the certificate of concurrence on the Contract by JICA.

### (2) First Interim Payment

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*, \*\*\*,000), which corresponds to \*\*\*\*\* percent (\*\*\*\*%) of the Scholarship Costs, shall be paid upon submission of the first interim report to the Client and the Embassy of the Recipient Country in Japan and acceptance by the Client or the Embassy of the Recipient Country in Japan.

The request for the first interim payment shall be submitted together with the Certificate of Acceptance of the first interim report issued by the Client or the Embassy of the Recipient Country in Japan.

### (3) Second Interim Payment

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*, \*\*\*,000), which corresponds to \*\*\*\*\* percent (\*\*\*\*%) of the Scholarship Costs, shall be paid upon submission of the third interim report to the Client and the Embassy of the Recipient Country in Japan and acceptance by the Client or the Embassy of the Recipient Country in Japan.

The request for the second interim payment shall be submitted together with the Certificate of Acceptance of the third interim report issued by the Client or the Embassy of the Recipient Country in Japan.

### (4) Third Interim Payment (5 年型の場合のみ、任意で設定可能)

\*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*, \*\*\*,000), which corresponds to \*\*\*\*\* percent (\*\*\*\*%) of the Scholarship Costs, shall be paid upon submission of the fifth interim report to the Client and the Embassy of the

Recipient Country in Japan and acceptance by the Client or the Embassy of the Recipient Country in Japan.

The request for the third interim payment shall be submitted together with the Certificate of Acceptance of the fifth interim report issued by the Client or the Embassy of the Recipient Country in Japan.

(5) Final Payment (4/5 年型共通)

Remaining of Scholarship Cost up to \*\*\*\*\* million \*\*\*\*\* thousand Japanese Yen (JPY\*\*\*,\*\*\*,000), which corresponds to \*\*\*\*\* percent (\*\*\*\*%) of the Scholarship Cost, shall be paid upon completion of the Service under the Contract.

The request for the final payment shall be submitted together with the certificate of payment request on actual expenses, to which its breakdown from Term1 to Term5 shall be attached, issued by the Client or the Embassy of the Recipient Country in Japan.

The request for payment shall not be accepted after submission of the request for the final payment stipulated in [7.1 (4) (4 年型の場合)] 7.1 (5) (5 年型の場合) ].

### 7.3 Requests for Payment

Any requests for payment shall be submitted to the Bank by the \*\*th day of \*\*\*\* 20\*\* (最後の留学生帰国年度の年度末を記載).

## Article 8. Client's Responsibilities

- 8.1 The Client shall, so as not to delay the Service, and within a reasonable time, provide at no cost to the Agent all information it can obtain which may pertain to the Service.
- 8.2 The Client shall inform the Agent of the nature and content of all laws related to the execution of the Project in advance.
- 8.3 The Client shall, at its own expense, furnish a liaison officer, who will coordinate with the Agent's representative on matters related to the Project

during the period of the Service.

- 8.4 The Client shall examine documents submitted by the Agent and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Service.
- 8.5 The Client shall accord the Agent all necessary permissions, approvals, licenses, admissions, sanctions or any other authorizations required in the Recipient Country in connection with the Service, or shall extend assistance to the Agent in obtaining such necessary permissions.
- 8.6 The Client shall, on behalf of the Agent, arrange the acquisition of visas, customs clearances, and any other formalities that may be necessary for the entry of the Agent's personnel into the Recipient Country and their stay therein during the period of the Service.
- 8.7 The Client shall, in conformity with the G/A, [(免税の場合) take necessary measures to exempt the Agent from/(先方負担の場合)] bear, without using the Grant, customs duties, internal taxes and other fiscal levies which may be imposed in the Recipient Country with respect to the Service.
- 8.8 The Client or the Embassy of the Recipient Country shall issue the necessary certificate(s) for each payment, upon compliance with the conditions required in Article 7 hereof.
- 8.9 The Client shall bear the following commission paid to the Bank for the banking services based upon the Banking Arrangement.
  - Advising Commission of Authorization to Pay
  - Payment Commission
- 8.10 The Client shall take all safety measures for any of the faculty members of Japanese higher educational institutions and any personnel dispatched to the Recipient Country by the Agent and shall keep them away from dangers, risks and unsafe conditions.
- 8.11 The Client shall indemnify the Agent against and hold it harmless from any

liability, loss, damage, cost or expense arising out of or in connection with the acts or omissions of acts of any of JDS Fellows.

- 8.12 The Client shall indemnify the Agent against and hold it irresponsible from any liability, loss, damage, cost or expense in respect of any claim, action or proceeding initiated, brought or threatened against the Agent by any JDS Fellows unless such liability, loss, damage, cost or expense arose out of bad faith, gross negligence, or willful misconduct of the Agent.
- 8.13 Should a serious disease, accident, or any other unavoidable situation, for which the Agent is urgently requested to take necessary measures, occur to any of the JDS Fellows, the Client shall respect the Agent's judgment, including sending its concerned personnel to the Recipient Country in order to cope with the situation if necessary.

#### **Article 9. Agent's Liabilities**

- 9.1 The Agent shall perform the Service stipulated in Article 4 hereof with due diligence and efficiency, in conformity with sound administrative practice, and in such manner that the Project may be brought to a successful completion.
- 9.2 The Agent shall be liable to the Client for the performance of the Service in accordance with the Contract and for loss suffered by the Client as a result of a default of the Agent in such performance of the Service, subject to the following limitations:
- (1) The Agent shall not be liable for any loss, damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the Agent or its personnel; and
  - (2) The Agent shall not be liable for any loss, damage or injury caused by or arising out of circumstances over which the Agent has no control.
- 9.3 In any event, the Agent shall not be liable to the Client for indirect, derivative or consequential loss or damage.

- 9.4 The Agent shall not be responsible for any failure of JDS Fellows in relation to the Project and the Service for reasons not attributable to the Agent. Such failure shall include, but is not limited to, failure for JDS Fellows to graduate within the due period of time officially approved by the Operating Committee provided in the Operating Guidelines.
- 9.5 For the purpose of efficient and effective program management, it is essential that the Client be informed promptly of any problems that may jeopardize the standing of any JDS Fellows in the Project. Should such problems arise, the Agent shall notify the Client immediately by facsimile or electronic mail if, in the judgment of the Agent, any JDS Fellow experiences a problem serious enough to merit attention from the Client. The Client shall notify the Agent within fourteen (14) days of receipt of said facsimile or electronic mail of any measure to be taken.
- 9.6 In the day-to-day execution of the Service, the Agent may face the need to take, or advise JDS Fellows on, actions that may change certain aspects of the Project. In the event such changes alter the cost and/or duration and/or content of the Project, the Agent shall obtain, in advance, permission from the Client in writing to take action or to advise JDS Fellows to take action. The Client shall notify the Agent of its decision within fourteen (14) days of receipt of the Agent's request for the said permission.

#### **Article 10. Right of Assignment**

Neither of the Parties hereto shall assign the Contract or any part thereof to any third party without the prior written consent of the other Party.

#### **Article 11. Force Majeure**

##### 11.1 Definition

Neither of the Parties shall be deemed to be in default or in breach of the Contract if it is unable to perform its obligations under the Contract owing to

circumstances beyond its reasonable control. Such circumstances (hereinafter referred to as "Force Majeure") include, but shall not be limited to, the following:

- a) Acts of God, including extreme weather phenomena, earthquake, flood, or any other such operation of the forces of nature as its reasonable foresight and ability could not have been foreseen or reasonably provided against.
- b) War (declared or undeclared), hostilities, invasion, act of any foreign enemy, threat of or preparation for war; terrorism, riot, insurrection, civil commotion, rebellion, revolution, usurped power, civil war; and, labor troubles or other industrial troubles, strikes, embargoes, blockades, sabotage of labor.

#### 11.2 Monetary Obligations

Notwithstanding the foregoing, the occurrence of Force Majeure shall not prejudice nor otherwise affect either Party's liability to pay remuneration or reimbursement of expense to which the other Party is entitled on or before the date of occurrence.

#### 11.3 Notice

The Party affected by Force Majeure shall give the other Party a written detailed account of the circumstances of Force Majeure as soon as practicable, but not later than fourteen (14) days from the occurrence.

#### 11.4 Expatriate Staff

In the event that Force Majeure is likely to endanger the safety of any expatriate staff members of the Agent, they shall be allowed to leave the project office in the Recipient Country, giving notice to one of the Client's staff responsible for the management of the Project as soon as possible.

#### 11.5 Suspension

Upon occurrence of Force Majeure, the Party affected may be allowed to temporarily suspend the performance of its duties under the Contract for so long a period as Force Majeure continues and as its performance is prevented thereby. In such instance, it shall make all reasonable efforts to mitigate the

effect of Force Majeure upon its duties.

#### **Article 12. Applicable Laws**

The Contract shall be governed by and interpreted in accordance with the laws of Japan.

#### **Article 13. Disputes and Arbitration**

- 13.1 The Contract shall be executed by the Parties hereto in good faith, and in the cases where any doubtful point is raised, or any dispute occurs concerning the interpretation or execution of the Contract, such matters shall be settled through consultation of the Parties. Unless this Contract has already been abandoned, repudiated or terminated in accordance with Article 17 hereof, the Agent shall continue to perform the Service in accordance with this Contract.
- 13.2 In the event that an amicable settlement cannot be reached through consultation, the matter shall be referred to arbitration. The arbitration shall be conducted in English, by three arbitrators, of whom, one shall be appointed by the Client, another by the Agent, and the last by the said two arbitrators.
- 13.3 In the event that the said two arbitrators cannot reach agreement on the appointment of the third arbitrator, the dispute shall be settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce.
- 13.4 The place of arbitration shall be Tokyo, Japan.
- 13.5 The arbitral award shall be final and binding upon the Parties hereto and the Parties shall comply in good faith with the decision. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for juridical acceptance of the award or order of enforcement as the case may be.

13.6 As for fees for all proceedings of arbitration throughout, each Party shall bear the costs of its own arbitrator's service and an equal share of the costs for the third arbitrator.

**Article 14. Language and Measurement System**

14.1 All correspondence between the Parties including notices, requests, consents, offers or demands shall be made in English. All reports and other documents hereto shall also be prepared in English.

14.2 All documents made under the Contract shall adopt the Gregorian calendar day.

**Article 15. Amendments and Modifications**

Any amendments and/or modifications, if necessary, may be negotiated between the Parties hereto and shall be agreed to in writing signed by the Parties.

**Article 16. Concurrence of Contract**

The Contract and any amendments or modifications shall obtain the concurrence of JICA to be eligible for the Grant in accordance with the G/A.

**Article 17. Early Termination**

17.1 Should either Party default in the execution of its obligations under the Contract, the other Party shall give the defaulting Party notice in writing to remedy such default promptly.

17.2 Failure of the defaulting Party to take corrective measures as required by the other Party within thirty (30) days of receipt of such notice shall constitute a sufficient cause for the other Party to terminate the Contract.

- 17.3 Either Party may terminate the Contract without prejudice, should the performance of its obligations under the Contract not be resumed within a cumulative period of one hundred and twenty (120) days of the suspension due to Force Majeure stipulated in Article 11 hereof.
- 17.4 The early termination of the Contract under this Article shall be subject to the approval of the competent authorities of the Client and the approval of JICA.
- 17.5 In the event of early termination for reasons stated in sub-paragraphs 17.2 and 17.3, the Agent shall, with the approval of JICA, be paid by the Client, through the Grant, a fair and reasonable proportion of the Contract Price calculated on the basis of the Agent's services carried out up to the termination date, notwithstanding the payment schedule stipulated in Article 7 hereof.

#### **Article 18. Ownership and Copyright**

The documents created in pursuit of the Service, are the property of the Agent and shall not be used for any work other than the Project without prior written approval of the Agent. The copyright of all documents prepared by the Agent in connection with the Contract rests with the Agent.

#### **Article 19. Confidentiality**

The Agent and its personnel shall not, during the terms of the Contract and thereafter, and regardless of whether its personnel are presently employed or not, disclose proprietary or confidential information relating to the Project, the Service or the Agent's operations without the prior written consent of the Client.

#### **Article 20. Miscellaneous**

The Client and the Agent shall perform their obligations and other functions covered by the Contract in mutual cooperation and good faith.

**Article 21. Entire Agreement**

The Contract sets forth the entire agreement between the Parties in respect of the subject matter hereof and supersedes and cancels any and all previous contracts, negotiations, commitments and writings in respect of the subject matter thereof.

**Article 22. Notice**

All notices pertaining to the Contract between the Client and the Agent shall be sent in writing by registered airmail, facsimile, electronic mail or be handed to the addresses so stated herein. Such notices shall take effect from the date of receipt by the other Party. In cases the address of either Party hereto changes, the Party concerned shall give such notice to the other Party beforehand.

The Client:

Name : \*\*\*  
Address : \*\*\*  
Telephone : \*\*\*  
Facsimile : \*\*\*  
E-mail address : \*\*\*

The Agent:

Name : \*\*\*  
Address : \*\*\*  
Telephone : \*\*\*  
Facsimile : \*\*\*  
E-mail address : \*\*\*

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed, as of the day and year first above written, in their respective names in duplicate, each Party retaining one (1) copy thereof.

The Client

The Agent

**(Signature)**

**(Signature)**

(Name of the signer)

(Name of the signer)

(Status of the signer)

(Status of the signer)

(Name of the executing agency)

(Name of the department)

(Name of the Recipient Country)

(Name of the Agent)

The Client

The Agent