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## Terms of Reference

# Organizational Development Mentoring and Procurement Skill Training

## 1 INTRODUCTION

The United States Department of Justice International Criminal Investigative Training Assistance Program (USDOJ/ICITAP) is a law enforcement development organization whose mission is to work with foreign governments to develop effective, professional, and transparent law enforcement institutions that protect human rights, combat corruption, and reduce the threat of transnational crime and terrorism, in support of U.S. foreign policy and national security objectives. USDOJ/ICITAP began working in Indonesia in 2000 to assist the National Police transition from a military to a civilian law enforcement agency. The program is ICITAP's largest police assistance effort in Asia and provides organizational development, system and policy enhancement, training, technical assistance and limited equipment donations to the Indonesian National Police (INP). USDOJ/ICITAP also supports the development of several other Indonesian law enforcement agencies and ministries, including the Financial Reporting and Transaction Analyses Centre; and the Ministries of Fisheries, Foreign Affairs and Women/Children's Empowerment. For almost 18 years, ICITAP had been working side by side with the Indonesian National Police (INP) to improve the police capacities in many aspects, such as management systems, maritime security, criminal investigation and national training and curriculum reform.

As the largest law enforcement agency in Indonesia, INP should become the role model in implementing transparency and accountability in their management systems, including in the way the institution spends their budget that is allocated by the government to support INP. For last 3 years, INP has had one of the largest budgets compared to all the other 84 Ministries/Institutions in Indonesia. The INP average approximately 40% of their total budget spent through the bidding process and some direct procurement. It will be very important for INP to have an effective procurement system to create a greater value and public service through their spending, and to create a positive image about the police displaying transparency and accountability that will directly influence the public perspective toward the law enforcement activities conducted by the police.

In order to support the improvement of the procurement process in INP, USDOJ/ICITAP will help support the implementation of the legal and institutional reforms of Presidential Regulation No 16/2018, a newly enacted Presidential Decree on Public Procurement in Indonesia, and also establish a professional procurement staff and system required by the regulation, to include: (1) the establishment of permanent procurement service units (Procurement Working Unit) that will fit in with the necessity of INP in conducting procurement; (2) the establishment of permanent and professional procurement workforce, create institutionalized roles and structures that provide sufficient authority to implement good practice, and to provide a career path that introduces incentives to adhere to international standards; (3) improve the procurement system into a more transparent and accountable process through the development of business processes, Standard Operating Procedures (SOP) and a procurement measurement management (PMM) system; (4) improve the procurement skill of staff through training and group mentoring for every module delivered.

## 2. SCOPE OF REQUIRED SERVICES

Within this Request for Proposal, USDOJ/ICITAP Indonesia is seeking an expert Consulting Firm that has extensive experience in organizational development and individual training in core procurement skill areas to conduct the following:

- On-site mentoring:
  - To establish a permanent procurement unit with the structure and functions that fit with the Indonesia National Police (INP) comprehensive structure and functions and approved by key stakeholders in INP.
  - To support the establishment of permanent procurement staff and support the establishment of the procurement functional position (Jabfung PBJ).
  - To support the establishment of the business process, SOP's, and to strengthen INP procurement capacity to plan, manage, and monitor the procurement performance.
- Training Need Analyses (TNA), adjust available modules based on the results of the TNA, and deliver two-day training courses for twelve (12) modules (basic and intermediate) to build the skills of individual staff in core procurement areas for 40 people that will be divided into two (2) cohorts (twenty (20) people for each cohort) and possibilities to train selected people for advance level.
- Group mentoring for each module to assess the individual skill improvement and discuss the implementation of each module.

## 3. OBJECTIVES

The mentoring and training program for strengthening organizational procurement and performance management will focus on four main objectives with specific results expected in each area:

- Objective 1:** The establishment of a Permanent Procurement Unit (UKPBJ) in the INP
- Objective 2:** The establishment of professional trained procurement staff
- Objective 3:** Build the INP procurement unit organizational capacity to plan, monitor, and manage more effective and efficient procurement operations
  - Objective 3.1:** The establishment of procurement business processes that will be followed up with the establishment of comprehensive SOP
  - Objective 3.2:** Ensure the procurement unit of INP has a comprehensive procurement performance framework, with baselines and objectives, and clear procedures for indicator data collection.
- Objective 4:** Increase the capacity of individual procurement staff in procurement core skills.

## 4. DELIVERABLES

From the objectives above, there are some deliverables that should be provided by the Consulting Firm:

### **Objective 1: The establishment of UKPBJ in the Indonesian National Police**

In the process to achieve this objective, the deliverables produced will be:

- Revise the proposal of UKPBJ (recently drafted by individual expert) based on input of INP internal stakeholders agreement to be submitted to Ministry for State Apparatus Reforms and Bureaucracy Reform (Menpan RB) for approval.

- Job descriptions of each unit and sub-unit of Central UKPBJ and coordination mechanism among units to follow up the approval from Menpan RB on Central UKPBJ organizational design.
- Chief of Police (Kapolri) regulation on the establishment of permanent procurement unit in INP.
- Policy paper for the establishment of the procurement unit at local level and the coordination mechanism of local procurement unit with central UKPBJ within INP.
- Draft of the structure for procurement unit at local level and the required functions
- Mentoring reports.

**Objective 2: The establishment of professional procurement staff**

In the process to achieve this objective, the deliverables produced will be:

- Formation that consists of the requisite number of the permanent staff required to conduct procurement in INP working group members.
- Kapolri Decree for the assignment of full time staff for procurement within INP.
- Kapolri Decree for the assignment of Jabfung PBJ within INP.
- Mentoring reports.

**Objective 3: Build the INP procurement unit organizational capacity to plan, monitor, and manage more effective and efficient procurement operations**

In the process to achieve this objective, the deliverables produced will be:

- The chart of procurement business process within INP.
- Standard operating procedures of procurement within INP that has been approved by Executive level decision makers.
- Procurement Management & Measurement (PMM) table and chart with clear indicators.
- Mentoring reports.

**Objective 4: Increase the capacity of individual procurement staff in core foundations of procurement skills**

In the process to achieve this objective, the deliverables produced will be:

- Training Need Analyses reports.
- Adjusted curriculum and modules.
- Name and number of training participants.
- Training reports.
- Group mentoring reports.

## 5. TASKS

The Consulting Firm is expected to perform the following tasks toward the achievement of the Project objectives:

### 1. Mentoring

The Consulting Firm will be responsible to employ a range of on-site mentoring tools and techniques,

which should be stated in the proposal.

## **2. Facilitating Workshops and Meetings**

The Consulting Firm will facilitate INP procurement unit group workshops, by identifying the materials which need to be delivered in the workshops/short course, providing qualified resource persons as needed, and developing detail activity plans for the workshop/short course that might be needed during the project implementation. These activities will be initiated based on progress or issues identified and will be focus on improving the knowledge of the leaders in making decisions, formulate and endorse new policy on procurement.

The cost of accommodations and logistics for INP procurement unit participants will be funded by ICITAP.

## **3. Training**

### **3.1 Rapid Needs Assessment:**

Conduct rapid training needs assessment within INP to establish a skills baseline from which to develop basic and intermediate courses in the twelve (12) core procurement skill areas.

### **3.2 Adjustment of Training Material:**

Adjust training program for procurement skills to include training module objectives, materials, and session plans for twelve (12) total courses. Each of the modules should be designed according to the conditions based on a needs assessment and should be approved by National Public Procurement Agency (LKPP).

### **3.3 Deliver Training Program:**

Deliver a two-day training program for each of the twelve (12) total procurement core courses in Bahasa Indonesian for two cohorts. Each cohort will consist of around twenty (20) people. Trainers will be expected to implement innovative, adult-learning and participatory methods of knowledge acquisition and practical skill building techniques. A traditional lecture-oriented approach to the delivery of training will not be acceptable.

### **3.4 Evaluation and Follow up Training Results:**

Conduct ongoing training evaluations at the completion of each session and periodic post training evaluations of participants in group to ensure training objectives are being achieved, skills are being applied on the job, and to refine and improve training materials on a continuous basis.

### **3.5 Recommendations for Sustainability:**

Provide a recommendation report to ensure that the skills will be implemented and institutionalized and also training participants will understand the steps necessary to continuously share their knowledge to other procurement sub-units at local level or other units once developed.

### **3.6 Additional Courses**

In addition to the twelve (12) core courses, the Consulting Firm may be required to deliver additional courses for advanced level. The course topics have not yet been specified, but will be based on a training needs assessment.

The additional courses shall be of the same quality as the twelve (12) core courses and will be subjected to the same review and approval steps as the twelve (12) core training courses.

The delivery of additional training will be discussed and implement based on the review of previous training delivery and results.

### **3.7 Training Material and Resources**

The Consulting Firm is solely responsible for the adjustment and publication of all resources required for the delivery of training after approval from USDOJ/ICITAP. This includes all resources for the delivery of training sessions, as well as the resources that shall be provided to the trainees.

It is the responsibility of the Consulting Firm to provide the appropriate resources required to deliver the agreed upon training syllabus.

Resources that shall be provided to all trainees are expected to include the following, at a minimum:

- Syllabus outlines, copies of presentation materials, and activity workbooks;
- Quick reference guides (for use in the workplace), excerpts from publications (books, journals, etc.).

## **6. PERSONNEL REQUIRED**

- The Consulting Firm is expected to provide a team of high performing and highly skilled personnel, which will work in a collaborative manner with USDOJ/ICITAP Indonesia, INP, and LKPP to deliver the required services.
- The Consulting Firm must provide sufficient number of resources to effectively deliver the required services within the required timeframe.
- The Consulting Firm should also include the proposed organization structure and staffing pattern, providing a logical and appropriate staffing pattern that details the roles and responsibilities among the different staff positions and clearly addresses the need to deliver mentoring. They also should include full CVs/resumes and provide brief descriptions of the technical background and qualifications for each of the proposed key personnel in the proposed organization structure and staffing pattern. The brief descriptions should indicate the academic, technical background, and qualifications to carry out relevant tasks of key personnel and their experience providing mentoring and/or training in areas relevant to the scope of work and tasks listed above.

## **7. GENERAL REQUIREMENTS**

### **7.1. Steps for Approval**

The Consulting Firm must submit all the nomination of the qualified project manager, mentors and trainers to USDOJ/ICITAP for review and approval prior to implementation. This is also applied to adjustment of training course curricula, syllabuses, content and time-line. If there are replacements of personnel and the time-line for the implementation (only for training and workshops), the Consulting Firm should submitted the changes to USDOJ/ICITAP for review and approval before implementation. USDOJ/ICITAP may direct the Consulting Firm to remove a trainer from delivering services under the contract for performance reasons. Where USDOJ/ICITAP-Indonesia issues such a direction, the Consulting Firm must submit an alternative qualified trainer for approval within 10 days.

### **7.2 Reporting**

The Consulting Firm is required to submit written reports and demonstrate deliverables in accordance with the following section. All reports must include an executive summary and must be submitted in both English and Bahasa Indonesia, and each version submitted in hard copy and electronic format.

### 7.3 Record Management

Accurate and comprehensive records management is an essential element of the services. Records must be kept and also submitted along with the submission of the reports.

## 8. QUALITY ASSURANCE

Materials developed and published by the Consulting Firm must be of exemplary quality. As a result, quality assurance will be conducted through a rigorous process and fully managed by the Consulting Firm and should be informed in the proposal about the method for quality assurance.

## 9. PROJECT COORDINATION AND WORKING RELATIONSHIP

The Consulting Firm must deliver the required services using a collaborative and integrated team approach, in which the Consulting Firm team members work together with USDOJ/ICITAP, INP and LKPP. This may include other service providers to ensure that overlap is avoided and complementary training, course content and mentoring services are maximized so that the best outcome is delivered for the procurement management project, and the Government of Indonesia.

## 10. SUSTAINABILITY

A prime objective of the program is to build the capacity of individual staff and the organization of a procurement unit in INP, in a sustainable manner such that the organizations institutionalize proactive approaches to organizational development and continuously pursue improvements to procurement operations and performance management. The Consulting Firm must state in the proposal the sustainability strategies and how strategies are contained in the projects approach and methodology to ensure that the capacity building improvements occur. Additionally, the Consulting Firm must state how the strategies become integrated in the ongoing management practices of the procurement unit in INP and activities are eventually led by them during the period of performance.

## 11. SERVICES AND FACILITIES PROVIDED BY USDOJ/ICITAP-INDONESIA OUTSIDE SCOPE OF SERVICES

**Logistics:** The Consulting Firm will be involved in collaboration with USDOJ/ICITAP coordinating the travel or accommodations for the trainees or mentees.

**Training/Workshop Facilities:** Training facilities will be provided for the delivery of the training services. The facilities will be available to the Consulting Firm at no cost. However, the facilities will not be available for use by the Consulting Firm outside the hours of training sessions. Catering services during the delivery of training sessions will be provided by USDOJ/ICITAP, therefore, the Consulting Firm will not be required to manage or provide food or beverages during the delivery of training sessions.



**United States Department of Justice**  
**International Criminal Investigative Training Assistance Program (ICITAP)**  
 US Embassy Jakarta

Jl. Medan Merdeka Selatan No. 5, Jakarta, 10110  
 Telephone +62-21-39835863 Fax +62-21-39835884



**PURCHASE ORDER**

Date of Order <b>13-Jun-19</b>		Program Procurement Development Project	
Order No <b>PO-DOJ-19-0147</b>		Event Organizational Development Mentoring and Procurement Skill Training for July 2019 - June 2020	
Issuing Office (Address Correspondence to) DOJ ICITAP / US Embassy Jakarta		B Street Address US DOJ/ICITAP - US Embassy Jakarta	
a Name of Contractor <b>Mr. Lamhot Naibaho Phone # : 62-895 0134 4101</b>		b Street Address Jl. Medan Merdeka Selatan no 5	
b Company Name <b>PT. Alatan Asasta Indonesia Fax # :</b>		c City Jakarta	d State/Country Indonesia
c Street Address Jalan Ciliman 01, Cikini, Menteng, Jakarta Pusat, Indonesia		e Zip Code 10110	
d City Jakarta Pusat		e State	f Zip Code 10330
		Accounting and Appropriation Data: 15-901280000-01-ITFM (allot)-JCRM19000807 (obl)-JITFM19191569 (proj)-JCRMINTPGM (activ)-25302 (obj)	
		FOB Port: Local	
		Deliver to F.O.B. Point on or Before (Date) 1-Jul-19	

Item No	Supplies or Services	Quantity Ordered	Unit	Unit Price	Amount
I	Consultant Services for Organizational Development Mentoring and Procurement Skill Training  <b>Scope of Service</b> <ul style="list-style-type: none"> <li>On-site mentoring:               <ul style="list-style-type: none"> <li>To establish a permanent procurement unit with the structure and functions that fit with the Indonesia National Police (INP) comprehensive structure and functions and approved by key stakeholders in INP</li> <li>To support the establishment of permanent procurement staff and support the establishment of the</li> <li>To support the establishment of the business process, SOP's, and to strengthen INP procurement capacity to plan, manage, and monitor the procurement performance.</li> </ul> </li> <li>Training Need Analyses (TNA), adjust available modules based on the results of the TNA, and deliver two-day training courses for twelve (12) modules (basic and intermediate) to build the skills of individual staff in core procurement areas for 40 people that will be divided into two (2) cohorts (twenty (20) people for each cohort) and possibilities to train selected people for advance level</li> </ul>	1	Lot	USD 370,000.00	USD 370,000.00
- continued to page 2 -					

Mail Invoice To:		Grand Total:	USD 370,000.00
a Name US DOJ ICITAP Indonesia (Attn: Asto Sulasta)			
b Street Address Wisma Nusantara 10th Floor, Jalan MH. Thamrin 59		Prepared by	
c City Jakarta	d State/Country Indonesia	e Zip Code 10350	Edna
NAME (Typed) Linda G. Lopez			
TITLE Contracting Officer		PCUD-A5	

*Linda G. Lopez* 6/25/2019



## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS (SEP 2013), is incorporated by reference. (See SF-1449, block 27a).

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS (JAN 20 14)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- [ ] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AuG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OcT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- [ ] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- [ ] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- [ ] (3)-(19) Reserved
- [ ] (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ( ) (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [ ] (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ( ) (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2010) (38 U.S.C. 4212).
- [ ] (24) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- [ ] (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2010) (38 U.S.C. 4212).
- ( ) (26) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- [ ] (27) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [ ] (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962Cc)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- [ ] (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)CC)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [ ] (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) U.S.C. 8259b).
- [ ] (30) (i) 52.223-16. IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)(E.O. 13423
- [ ] (ii) Alternate I (Dec 2007) of 52.223-16.
- [ ] (31) 52.225-1. Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- [ ] (32) (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Nov 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- [ ] (ii) Alternate I (Mar 2012) of 52.225-3.
- [ ] (iii) Alternate II (Nov 2012) of 52.225-3.
- [ ] (33) 52.225-5. Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [x] (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [ ] (35)-(38) Reserved
- [ ] (39) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Jul 2013) (31 U.S.C. 3332).
- [ ] (40) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (Jul 2013) (31 U.S.C. 3332).
- [ ] (41)-(42) Reserved
- [ ] (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Aoox. 1241(b) and 10 U.S.C. 2631).
- [ ] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) Reserved

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the

settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(I) Reserved.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

Clause	Title and Date
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.232-34	Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (JUL 2013)

**The following DOSAR clauses are provided in full text:**

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, AC:ME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;

- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

# KONTRAK PENELITIAN

## UNIVERSITAS KRISTEN INDONESIA

Alamat: Jalan Mayjen Sutoyo No. 2 Cawang, Jakarta 13630

### SURAT PERJANJIAN KONTRAK PENELITIAN

Nomor: 001/UKI.R1.5/PPM.2.4/Kontrak Penelitian/2019

Pada hari ini, Rabu tanggal 5 Juli 2019, kami yang bertandatangan di bawah ini:

1. **Dr. Aartje Tehupeiry, S.H., M.H.**, dalam hal ini bertindak atas nama Kepala Lembaga Penelitian dan Pengabdian Kepada Masyarakat Universitas Kristen Indonesia berdasarkan Keputusan Rektor Nomor. 245/UKI.R/SK/SDM.8/2018, selanjutnya disebut **PIHAK PERTAMA**;
2. **Dr. Lamhot Naibaho, S.Pd., M.Hum.**, dalam hal ini bertindak atas nama peneliti selanjutnya disebut **PIHAK KEDUA**;

Kedua belah pihak menyatakan bersepakat untuk membuat perjanjian kontrak penelitian sebagai berikut.

#### Pasal 1

##### Judul Penelitian

**PIHAK PERTAMA** dalam jabatannya tersebut di atas, memberikan tugas kepada **PIHAK KEDUA** untuk melaksanakan penelitian yang berjudul: "**Organizational Development Mentoring and Procurement Skill Training**"

#### Pasal 2

##### Personalia Penelitian

Susunan personalia penelitian ini sebagai berikut.

- 1) Peneliti Utama : **Dr. Lamhot Naibaho, S.Pd., M.Hum**
- 2) Anggota Peneliti : (1) Dr. Bernadetha Nadeak, M.Pd., PA  
(2) Elferida Sormin, S.Si., M.Pd

#### Pasal 3

##### Waktu, Biaya Penelitian, dan Cara Pembayaran

- (1) Waktu penelitian adalah 2 (**dua**) tahun, terhitung tanggal **5 Juli 2019** sampai dengan **5 Juli 2021**
- (2) Biaya pelaksanaan penelitian ini bersumber dari **International Criminal Investigative Training Assistance Program (ICITAP) USA** dengan nomor kontrak **PO-DOJ-19-0147 tanggal 13 – Juni 2019** dengan nilai kontrak sebesar **Rp 370.000USD (setara Rp. 5.217.000.000)**
- (3) Pembayaran dilakukan secara bertahap sebagai berikut:
  - a. Tahap pertama 70 persen sebesar Rp. 3.651.900.000 (Tiga Milyar Enam Ratus Lima Puluh Satu Juta Sembilan Ratus Ribu Rupiah) setelah **PIHAK KEDUA** mempresentasikan, menandatangani kontrak penelitian dan menyerahkan hasil revisi proposal penelitian sesuai dengan saran kedua *reviewer* kepada **PIHAK PERTAMA** (diupload kembali melalui Simpelabmas LPPM-UKI).

- b. Tahap kedua 30 persen sebesar Rp. 1,565,100,000 (Satu Milyar Lima Ratus Enam Puluh Lima Juta Seratus Ribu Rupiah) setelah **PIHAK KEDUA** mempresentasikan dan menyerahkan Laporan Hasil Penelitian yang sudah direvisi yang dilengkapi dengan lembaran pengesahan dan Karya Ilmiah yang terpublikasi (setidak – tidaknya sudah mendapatkan *LoA*) yang ditulis dari Laporan Hasil Penelitian tersebut kepada **PIHAK PERTAMA** melalui Simpelbamas LPPM - UKI.

#### **Pasal 4**

##### **Keaslian Penelitian dan Ketidakterikatan dengan Pihak Lain**

- (1) **PIHAK KEDUA** bertanggungjawab atas keaslian judul, proposal dan laporan penelitian sebagaimana disebutkan dalam pasal 1 Surat Perjanjian Kontrak Penelitian ini (bukan duplikat/jiplakan/plagiat) dari penelitian orang lain (batas kemiripan yang dilakukan melalui turnitin oleh perpustakaan UKI,  $\leq 30\%$ ).
- (2) **PIHAK KEDUA** menjamin bahwa judul, proposal dan laporan penelitian tersebut bebas dari ikatan dengan pihak lain atau tidak sedang didanai oleh pihak lain.
- (3) **PIHAK KEDUA** menjamin bahwa judul, proposal dan laporan penelitian tersebut bukan merupakan penelitian yang SEDANG ATAU SUDAH selesai dikerjakan, baik didanai oleh pihak lain maupun oleh sendiri.
- (4) **PIHAK PERTAMA** tidak bertanggungjawab terhadap tindakan plagiat yang dilakukan oleh **PIHAK KEDUA**.
- (5) Apabila di kemudian hari diketahui ketidakbenaran pernyataan ini, maka kontrak penelitian DINYATAKAN BATAL, dan **PIHAK KEDUA** wajib mengembalikan dana yang telah diterima kepada Universitas.

#### **Pasal 5**

##### **Pemantauan Penelitian**

- (1) **PIHAK PERTAMA** berhak untuk:
  - a) Melakukan pengawasan administrasi, monitoring, dan evaluasi terhadap pelaksanaan penelitian.
  - b) Memberikan sanksi jika dalam pelaksanaan penelitian terjadi pelanggaran terhadap isi perjanjian oleh peneliti.
  - c) Bentuk sanksi disesuaikan dengan tingkat pelanggaran yang dilakukan.
- (2) Pelaksanaan pemantauan penelitian dijadwalkan mulai bulan ke 3 sejak pelaksanaan kontrak hingga akhir penelitian.

#### **Pasal 6**

##### **Proposal Penelitian, Laporan Hasil Penelitian dan Luaran Hasil Penelitian**

- (1) **PIHAK KEDUA** wajib mengupload proposal Penelitian melalui SIMPELABMAS LPPM UKI bersama dengan kelengkapan berkas.
- (2) **PIHAK KEDUA** wajib mengupload laporan hasil Penelitian melalui SIMPELABMAS LPPM UKI sebelum tanggal 12 Juni 2021 bersama dengan kelengkapan berkas dan luaran yang dijanjikan.
- (3) Format penulisan Proposal Penelitian dan Laporan Akhir Penelitian dibuat sesuai dengan ketentuan yang berlaku.

**Pasal 7**  
**Seminar Proposal Penelitian dan Laporan Hasil Penelitian**

- (1) **PIHAK PERTAMA** wajib menyelenggarakan Seminar hasil penelitian segera setelah Laporan diupload, yang diselenggarakan secara terbuka bagi dosen dan mahasiswa Universitas Kristen Indonesia sesuai waktu yang sudah ditetapkan yaitu pada bulan upload proposal dan laporan dengan melibatkan dua reviewer yang sudah mendapat SK Rektor sebagai reviewer.
- (2) **PIHAK KEDUA** (Ketua Peneliti dan minimal satu anggota peneliti) diwajibkan hadir untuk mempresentasikan proposal dan hasil penelitiannya pada seminar tersebut.

**Pasal 8**  
**Pelaksanaan Seminar Proposal Penelitian dan Hasil Penelitian**

- (1) Sebelum **PIHAK KEDUA** mempresentasikan laporan hasil penelitiannya, terlebih dahulu harus melengkapi **draft artikel** yang akan dipublikasikan sebagai luaran penelitian.

**Pasal 9**  
**Hak Kepemilikan Atas Barang/Peralatan Penelitian**

Segala barang atau alat yang dibeli atas biaya penelitian menjadi milik Universitas Kristen Indonesia, pengaturan kepemilikannya sebagai berikut:

- (1) Barang atau alat berupa *catridge*, printer, alat perekam, akses internet, dan sejenisnya pada dasarnya tidak dianggarkan dalam biaya penelitian selama masih dapat menggunakan fasilitas Universitas Kristen Indonesia.
- (2) Kamera, alat perekam, dan semacamnya yang dapat dipakai ulang, buku, jurnal, CD, VCD, DVD, *cassete*, dan sejenisnya yang merupakan *software*, program, alat atau referensi penelitian yang didapatkan (dibeli) dari anggaran penelitian menjadi milik Universitas Kristen Indonesia.
- (3) *Software* dan/atau *Hardware* yang merupakan hasil penelitian harus disertakan dalam Laporan Akhir Penelitian dan merupakan bagian yang tak terpisahkan dari pekerjaan penelitian dan menjadi dokumentasi Prodi/Fakultas.
- (4) Pemindahan hak kepemilikan barang atau alat sebagaimana tersebut dilakukan melalui **PIHAK PERTAMA**.

**Pasal 10**  
**Sanksi**

Segala kelalaian baik disengaja maupun tidak disengaja, sehingga menyebabkan keterlambatan menyerahkan laporan hasil penelitian dengan batas waktu yang telah ditentukan akan mendapatkan sanksi sebagai berikut.

- (1) Tidak diperbolehkan mengajukan usulan penelitian pada periode tahun anggaran berikutnya bagi ketua dan anggota peneliti.
- (2) **PIHAK KEDUA** diberi kesempatan perpanjangan waktu penelitian selama 2 (dua) bulan setelah waktu yang ditentukan.
- (3) Jika setelah masa perpanjangan tersebut **PIHAK KEDUA** tidak dapat menyelesaikan penelitiannya, **PIHAK KEDUA** diwajibkan mengembalikan dana yang sudah diterima kepada Universitas Kristen Indonesia dengan cara:




- (a) mengembalikan tunai kepada **PIHAK PERTAMA**, atau
- (b) dipotong pembayaran gajinya secara berangsur.

**Pasal 11**  
**Penutup**

Perjanjian ini berlaku sejak ditandatangani dan disetujui oleh **PIHAK PERTAMA** dan **PIHAK KEDUA**.

PIHAK PERTAMA,  
Ketua LPPM-UKI

PIHAK KEDUA,  
Peneliti



**Dr. Aartje Tehupeiory, S.H., M.H**



**Dr. Lamhot Naibaho, S.Pd., M. Hum**