

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1969 Nr. 238

A. TITEL

*Briefwisseling tussen de Nederlandse en de Indonesische Regering
inzake het ter beschikking stellen van tarwe aan Indonesië
in het kader van het Voedselhulpverdrag, met bijlage;
Djakarta, 3 november 1969*

B. TEKST

Nr. I

ROYAL NETHERLANDS EMBASSY
No. 15621

Djakarta, November 3, 1969.

Excellency,

With reference to the consultations between representatives of the Kingdom of the Netherlands and the Republic of Indonesia in respect of certain obligations of the Government of the Kingdom of the Netherlands under the Food Aid Convention done at Washington on October 15, 1967, I have the honour to inform Your Excellency that the Netherlands Government is prepared to make available to the Government of the Republic of Indonesia, on a grant basis and for the period between July 1, 1968 and July 1, 1969, 7,944 tons of wheat flour, being the equivalent of 12,000 metric tons of wheat suitable for human consumption, on the following conditions:

1. a) Delivery, whether of the entire quantity or of portions thereof, shall be effected in bags or sacks from a port or ports in the Netherlands, c.i.f. to the Indonesian main port(s).
- b) The provisions governing the liability of parties in respect of the delivery and the receipt of the quantity stated above are given in the Annex to this letter.

2. The Netherlands Government shall, in consultation with the Indonesian Government, fix the date or dates on which shipment shall be effected and the quantity or quantities per delivery or part-delivery and shall inform the Indonesian Government in good time by letter, telex or telegram of the name of the ship and the date on which it is expected to reach the said Indonesian port.

3. a) The Indonesian Government undertakes to use the gift flour exclusively for human consumption in its own country and, if it puts the said flour on the market, to charge therefor such prices as are current on that market for products of comparable quality.

b) The Indonesian Government also undertakes to deposit the proceeds of any such sale, less the cost of commercialization on its market, on a special account for the defrayal of expenditure on the part of the said Government on development projects.

4. Both Governments shall implement the conditions set out in this letter in such a manner, that the normal structure of production and international trade is not adversely affected thereby. They shall take any measures necessary to ensure that supplies made available under the food aid programme shall supplement, not replace, any commercial transactions that may reasonably be expected.

5. The Indonesian Government shall take all appropriate steps to prevent the re-exportation of the wheat flour donated.

6. The Indonesian Government shall give the Netherlands Government or the authority designated by the latter the following information on the implementation of the conditions set out in this letter:

a) on marketing: quantities sold, how marketed, selling prices obtained;

b) on a special account opened for the proceeds of sale: the position in Indonesian currency.

7. The information referred to in point 6 shall relate to the position at the end of the current calendar year and shall be furnished before 15 January of the next calendar year and up to the moment at which the special account is entirely exhausted.

8. Both Governments shall consult one another, at the request of either Government, within a reasonable period on any problems that may arise with respect to the interpretation or application of the conditions set out in this letter or in the Annex thereto.

If the Government of the Republic of Indonesia can accept the foregoing conditions, I have the honour to propose that this letter

and Your Excellency's reply concurring therein constitute an agreement between the Government of the Kingdom of the Netherlands and the Government of the Republic of Indonesia, which shall enter into force on the date of the said reply and which shall remain in force, without prejudice to the provisions of condition 7, until 31 December 1969. If the delivery or the part-deliveries have not been effected before the date of expiry of this agreement, the two Governments may expressly prolong the period of validity of the agreement by three months to allow such deliveries to be made.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Sd.) H. SCHELTEMA
Netherlands Ambassador

*His Excellency Prof. Oemar Seno Adjie S. H.
Minister of Foreign Affairs a.i.
of the Republic of Indonesia,
Djakarta.*

ANNEX

I

1. Delivery shall be deemed as having been completed at the moment at which the wheat flour has actually crossed the rail of the ship in the port in which it is unloaded if transport is effected by liner. If transport is effected in chartered tonnage, delivery shall be deemed as having been completed at the moment at which the consignment has been placed on the quayside at the port at which it is unloaded. After either of those instants, all risks relating to these goods shall be borne by the Indonesian Government.

2. Any costs incurred after either of the instants referred to in paragraph 1 shall be for the account of the Indonesian Government.

II

1. If there should be any hitch in supply or transport, renewed consultation shall take place pursuant to point 8 of the agreement.

2. Any demurrage incurred in the port of discharge shall be for the account of the Indonesian Government. The unloading period shall be fixed in consultation with the Indonesian Government.

3. If the entire quantity supplied for loading into a certain ship cannot be taken on board owing to circumstances beyond the Nether-

lands Government's control, the portion that cannot be loaded within the period set shall, in consultation with the Indonesian Government, be stored at the Indonesian Government's expense and risk for as long as the said circumstances obtain. However, the Indonesian Government shall have the right to inform the Netherlands Government within fifteen working days after it has been told that storage has been resorted to that it does not wish to take delivery of the portion stored; in that case the cost and risk of storage shall devolve upon the Netherlands Government.

4. In that case the Netherlands Government shall be deemed to have met its obligations in respect of delivery of the quantity stored.

Nr. II

MINISTER FOR FOREIGN AFFAIRS

REPUBLIC OF INDONESIA

No.: D 0904/69/24

Djakarta, November 3, 1969.

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows:

(zoals in Nr. I)

I have further the honour to confirm the foregoing arrangements on behalf of the Government of the Republic of Indonesia and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

For the Government of the Republic of Indonesia

(sd.) UMAR SENOAJI

*Prof. Umar Senoadji S. H.
Minister of Foreign Affairs a.i.*

*His Excellency H. Scheltema
Ambassador Extraordinary and Plenipotentiary
of the Kingdom of the Netherlands
Djakarta.*

G. INWERKINGTREDING

De bepalingen van de in de brieven vervatte overeenkomst zijn ingevolge het in de brieven terzake gestelde op 3 november 1969 in werking getreden.

Wat het Koninkrijk der Nederlanden betreft, geldt de overeenkomst alleen voor Nederland.

J. GEGEVENS

Van het op 15 oktober 1967 te Washington tot stand gekomen Voedselhulpverdrag, tot uitvoering van welk Verdrag de onderhavige overeenkomst strekt, zijn tekst en vertaling geplaatst in *Trb.* 1968, 35; zie ook *Trb.* 1969, 113.

Uitgegeven de *dertigste* december 1969.

De Minister van Buitenlandse Zaken,
J. LUNS.