

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1971 Nr. 125

A. TITEL

*Overeenkomst inzake technische samenwerking tussen het Koninkrijk der Nederlanden en de Republiek Indonesië;
's-Gravenhage, 3 april 1964*

B. TEKST

De tekst van de Overeenkomst is geplaatst in *Trb.* 1964, 43.

C. VERTALING

Zie *Trb.* 1964, 43.

D. GOEDKEURING

G. INWERKINGTREDING

Zie *Trb.* 1965, 35.

J. GEGEVENS

Zie *Trb.* 1964, 43, *Trb.* 1965, 35, *Trb.* 1970, 104 en 139.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 13 augustus 1970 te Djakarta tussen de wederzijds bevoegde autoriteiten (te weten de Nederlandse Minister zonder Portefeuille, belast met de aangelegenheden betreffende de hulp aan ontwikkelingslanden, en de Minister van Landbouw van Indonesië) een administratief akkoord tot stand gebracht inzake het project betreffende samenwerking op het gebied van de landbouw, van welk akkoord de materiële inhoud als volgt luidt:

Article I

In order to develop an agricultural project aimed at increasing, both directly and indirectly, the production of food in Indonesia, the two Parties have decided to co-operate in preparing and executing the following sub-projects:

1. Agricultural research and extension;
2. Rehabilitation of the Bibliotheca Bogoriensis;
3. Training of teachers for Vocational Agricultural Schools (Senior High School-level);
4. Horticultural research and extension;
5. Research and extension in the field of inland fisheries.

The co-operation between the two countries will be given the name "Agricultural Co-operation Project", hereinafter to be referred to as "A.C.P."

The collaboration between the two Parties is provisionally foreseen for a period extending up to December 31, 1970.

Article II

The aforementioned sub-projects of the A.C.P. have more specifically the following objectives:

- 2.1 The agricultural research and extension sub-project aims to improve research methodology and to adapt this research to the requirements of agricultural extension work. This research will be mainly concentrated on problems connected with the soil, its fertilizer application, crop-husbandry including control of diseases and pests.
- 2.2 The Bibliotheca Bogoriensis sub-project aims to bring up to date the collection of reference books and publications in the fields of agriculture and biology so that the library may be able to make an effective contribution to the research referred to under 1.
- 2.3 The agricultural teacher-training sub-project aims to train teachers for the Vocational Agricultural Schools (Sekolah Pertanian Menengah Atas: S.P.M.A.) and to organize "in-service" refresher courses for the teachers of these schools.
- 2.4 The sub-project concerning horticultural research and extension aims to support the rehabilitation and development of the Institute for Horticultural Research at Pasar Minggu and its experimental gardens and to adapt this research to the requirements of horticultural extension work.
- 2.5 The sub-project concerning research and extension in the field of inland fisheries aims to improve research methods and to adapt this research to the requirements of the extension service in this field.

Article III

- 3.1 Having regard to Article VII of this Arrangement, the Netherlands Party is prepared to contribute towards the execution of the A.C.P. in the following manner:
- 3.1.1 For the sub-project concerning agricultural research and extension there will be made available: experts for up to a total of 172 man-months, fellowships for training specialists in the Netherlands for up to a maximum of 144 man-months, as also equipment to support the Netherlands share in this sub-project.
- 3.1.2 For the Bibliotheca Bogoriensis sub-project there will be made available: experts for up to a maximum of 12 man-months, two fellowships for training specialists in the Netherlands for up to a maximum of 24 man-months, as also books, subscriptions and equipment.
- 3.1.3 For the agricultural teacher-training sub-project there will be made available: experts for up to a maximum of 20 man-months, five fellowships for up to a maximum of 25 man-months for preparing Indonesian counterparts in the Netherlands to become specialized teachers, as also equipment to support the Netherlands share in this sub-project.
- 3.1.4 For the sub-project concerning the horticultural research and extension, there will be made available: experts for up to a maximum of 60 man-months, fellowships in the Netherlands for up to a maximum of 29 man-months, as also equipment to support the Netherlands share in this sub-project.
- 3.1.5 For the sub-project concerning research and extension in the field of inland fisheries there will be made available: experts for up to a maximum of 18 man-months, one fellowship for training a specialist in the Netherlands as also equipment to support the Netherlands share in this sub-project.
- 3.2 The Netherlands Party undertakes to provide an operational fund up to a maximum of f. 150.000,—. The Parties shall by mutual agreement determine how this amount is going to be spent. The Netherlands co-ordinator, mentioned in Article IV, will be charged with the payment of the sums so determined.

Article IV

- 4.1 A Netherlands expert will be made available as general co-ordinator to promote a sound co-ordination of the Netherlands contribution.

Article V

- 5.1 The Indonesian Party is prepared to contribute towards the execution of the A.C.P. in the following manner:
- 5.1.1 For the sub-project concerning agricultural research and extension there will be made available to the Netherlands experts: counter-

- parts, the requisite working space with equipment, the requisite clerical and maintenance personnel and drivers for the Netherlands means of transport.
- 5.1.2 For the Bibliotheca Bogoriensis sub-project the construction and equipping of a new wing to the Bibliotheca Bogoriensis will be undertaken and counterparts will be made available.
- 5.1.3 For the sub-project concerning agricultural teacher-training there will be made available: counterparts, buildings and equipment, the requisite clerical and maintenance personnel and drivers for the Netherlands means of transport. Further, the Netherlands experts will be provided with proper accommodation and living expenses will also be provided for the participants in the various courses.
- 5.1.4 For the sub-project concerning horticultural research and extension there will be made available: counterparts, the requisite working space with equipment, land, the requisite clerical and maintenance personnel, drivers for the Netherlands means of transport and proper accommodation for the Netherlands experts.
- 5.1.5 For the sub-project concerning research and extension in the field of inland fisheries, there will be made available: counterparts, the requisite clerical and maintenance personnel and drivers for the Netherlands means of transport.
- 5.2 For the Netherlands co-ordinator, mentioned in Article IV, the requisite administrative personnel, adequate and well-equipped office space, as well as a driver for the Netherlands means of transport will be made available.

Article VI

- 6.1 The Netherlands Party shall for the implementation of the Project put in charge the Directorate of International Technical Assistance of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority. The Indonesian Party shall for the implementation of the Project put in charge the Secretary General of the Ministry of Agriculture as the Indonesian Executive Authority.
- 6.2 The Executive Authorities, mentioned hereabove, shall be allowed to delegate wholly or partly the execution of certain activities in behalf of the Project to third parties. In doing so they shall inform each other of such delegations in writing and to what extent delegations are made. Such delegations shall not affect the responsibility of either Party under the present arrangement.

Article VII

For the duration of the Project the Netherlands Party shall annually, as soon as it has been made known what portion of the Netherlands technical assistance funds has been earmarked for Indonesia, provide

funds sufficient for financing the sub-projects described in Article III, it being understood that the total sum provided for the A.C.P. shall, during the periods referred to in Article I, not exceed f. 3.900.000,— (three million nine hundred thousand Dutch guilders). This sum will be distributed over the various sub-projects in roughly the following manner:

7.1	Agricultural research and extension	f. 1.875.000,—
7.2	Bibliotheca Bogoriensis	f. 600 000,—
7.3	Agricultural teacher-training	f. 325.000,—
7.4	Horticultural research and extension	f. 813.000,—
7.5	Research and extension in the field of inland fisheries	f. 137.000,—
7.6	Operational fund	f. 150.000,—

Article VIII

The Indonesian Party shall take care of the earmarking of funds sufficient for financing the contribution referred to in Article V during the budgetary years and for the duration of the Project and shall, as soon as the relevant annual budget has been approved, provide these funds.

Article IX

The equipment provided by the Netherlands Party shall remain the property of the Netherlands for the duration of the A.C.P. Towards the end of each sub-project both Parties shall confer on arrangements for transferring the ownership of the sub-project equipment to the Indonesian Party.

Article X

Both Parties hereto shall by mutual agreement draw up "Schemes of Operations", specifying in detail their respective contribution to the five sub-projects as also the expenses involved.

The "Schemes of Operations" with their appendices shall include a time schedule, indicating the period within which details of the sub-projects should be terminated. Amendments to the "Schemes of Operations" with their appendices shall be established in common agreement between both Parties and shall be made in writing. The "Schemes of Operations" with their appendices shall be considered to form an integral part of this Administrative Arrangement.

Article XI

Experts of either Party shall enjoy the privileges and immunities mentioned in Article 4 of the Agreement of April 3, 1964, irrespective of the Party in whose service they are.

As regards the importation of goods, equipment, materials and technical literature, the same facilities shall be granted as mentioned in Article 5 of the aforesaid Agreement.

Article XII

This Arrangement shall become effective on the date of its signature by both Parties and shall expire on the day the operations, as provided for in the "Schemes of Operations" with their appendices, have been performed.

Article XIII

Should it become necessary to make any alteration or addition to this Administrative Arrangement, both Parties shall decide by mutual agreement in what manner the Administrative Arrangement shall be amended or supplemented.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 20 augustus 1970 te Djakarta tussen de wederzijds bevoegde autoriteiten (te weten de Nederlandse Minister zonder Portefeuille, belast met de aangelegenheden betreffende de hulp aan ontwikkelingslanden, en de Minister van Verbindingen van Indonesië) een administratief akkoord tot stand gebracht inzake de Indonesische interinsulaire scheepvaartverbindingen, van welk akkoord de materiële inhoud als volgt luidt:

Article I

The Project

1. The two Parties shall co-operate in the rehabilitation of the Indonesian Interinsular Seacomunications by providing assistance in matters regarding the interinsular shipping, especially technical, nautical, commercial and financial matters, personnel management, ships repair and maintenance facilities, lighthouses, buoys and beacons and telecommunication, hereinafter referred to as "The Project".
2. The co-operation between the two Parties has been planned for a period expiring on April 15, 1972 approximately.

Article II

The Netherlands contribution

1. For the purpose of the Project the Netherlands Party undertakes to provide:
 - a. a Team of Netherlands Advisors referred to as "The Shipping Team" up to a maximum of 440 man-months, which shall perform duties to be determined by the Indonesian Party;
 - b. equipment and technical literature required by these Advisors in performing their duties, including teaching materials for upgrading courses in Indonesia up to a maximum of f. 500.000,— (five hundred thousand Dutch guilders);

- c. fellowships up to a maximum of 204 man-months aimed at upgrading Indonesian shipping personnel;
- d. assistance in buying in the Netherlands the required number of motor vehicles for use by the Netherlands Team up to a maximum of f. 50.000.— (fifty thousand Dutch guilders).

2. The Netherlands Party undertakes to provide an operational fund in Indonesian currency to cover local expenses in Djakarta, to which fund the Indonesian Party shall contribute in the way and to the amount mentioned in Article III paragraph 2 of this Arrangement. The total value of the fund shall not exceed the equivalent of f. 150.000.— (one hundred and fifty thousand Dutch guilders). The purpose of this operational fund shall be determined by both Parties in common agreement.

3. The total value of the Netherlands contribution shall not exceed the amount of f. 4.200.000.— (four million two hundred thousand Dutch guilders).

Article III

The Indonesian contribution

1. For the purpose of the Project the Indonesian Party undertakes to provide and bear the cost of:

- a. the required number of qualified counterpart personnel to the Netherlands Advisors;
- b. sufficient fully furnished and airconditioned office-space, including adequate sanitation, to the Netherlands Advisors;
- c. the required number of competent administrative and maintenance personnel to serve in the office-space;
- d. maintenance, repairs and running costs of the motor vehicles purchased by the Netherlands Party as foreseen in Article II paragraph 1 (d) of this Arrangement;
- e. the handling and transport of the equipment of the Shipping Team, as mentioned in Article II paragraph 1 (b) and (d) of this Arrangement, from the Indonesian port of arrival to the Team's office-space;
- f. the cost of official transport by sea, air, rail and road for the members of the Shipping Team within the territory of Indonesia.

2. The Indonesian Party undertakes to make available an amount of Rupiahs being the countervalue of the motor vehicles, purchased by the Netherlands Party, up to a maximum of the Rupiah countervalue of f. 50.000.— (fifty thousand Dutch guilders) as its contribution to the operational fund mentioned in Article II paragraph 2 of this Arrangement.

Article IV

The Schedule of Operations

1. Both Parties shall in common agreement establish a "Schedule of Operations" specifying in detail the contribution of either Party and the expenses involved.

2. The "Schedule of Operations" shall include inter alia a priority list of the operations to be performed under the Project, a budget and a time table indicating the periods, in which the various operations under the Project should be completed.

3. The "Schedule of Operations" shall form an integral part of this Arrangement; it may be adjusted as and when needs or circumstances so require.

Article V

Status of the equipment and materials

1. The equipment and materials sent to Indonesia by the Netherlands Party shall remain the property of the Netherlands Party for the duration of the Project.

Upon the completion of the Project the two Parties shall agree in writing as to the transfer of ownership of the equipment and the materials to the Indonesian Party.

2. As regards the importation and exportation of goods, equipment, materials and technical literature, Article 5 of the Agreement shall be applicable.

3. The motor vehicles purchased by the Netherlands Party and imported in Indonesia in conformity with paragraph 2 of this Article and to be used exclusively for the operations under the Project shall be transferred in ownership to the Indonesian Party on the date on which this Party has carried out its commitment referred to in paragraph 2 of Article III of this Arrangement.

Article VI

Status of the Netherlands personnel

The Netherlands Advisors shall enjoy the privileges and immunities mentioned in Article 4 of the Agreement, irrespective in whose service they are sent to Indonesia.

Article VII

Status of the Indonesian trainees

The Rules and Regulations of the Fellowship Programme of the Netherlands International Technical Assistance shall apply to Indonesian Trainees during their fellowship period.

Article VIII

The Co-ordinating Committee

1. For the purpose of the Project a Co-ordinating Committee shall be established in Indonesia consisting of the following members:

- The Indonesian Director General of Seacommunication acting as Chairman;
- The Leader of the Indonesian Counterpart Team;
- a Representative of the Indonesian Department of Communications;
- The Leader of the Shipping Team;
- A Representative of BAPPENAS (The Indonesian Planning Council);
- A Representative of the Indonesian State Secretariat;
- A Representative of The International Bank for Reconstruction and Development.

2. A Representative of the Royal Netherlands Embassy at Djakarta may be invited by the Chairman of the Co-ordinating Committee to attend the meetings of the Committee, if such seems advantageous for the activities of the Committee.

3. The Co-ordinating Committee shall meet regularly to discuss progress and problems relating to the Indonesian macro-economy.

4. The Chairman of the Co-ordinating Committee shall convoke the members at least one week in advance of the date, time, place and agenda of each meeting.

Article IX

Reporting

1. The Leader of the Shipping Team shall regularly advise and report to the Indonesian Party.

2. He shall submit a quarterly report in the English language to both Parties on the progress of the Project.

3. At the completion of the Project the Leader of the Shipping Team shall submit to both Parties a "Final Report" in the English language on all the aspects of the work done in connection with the Project.

4. Copies of the Reports referred to in paragraph 2 and 3 of this Article shall be submitted to the Royal Netherlands Embassy at Djakarta.

Article X

Continuation of the Project

The Indonesian Party has expressed its intention to continue the operations, as provided for in this Arrangement and in the Schedule of Operations, after termination of the co-operation between the two Parties on the Project.

Article XI

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Arrangement, which can not be settled in consultation between both Parties, shall be referred to the respective Governments for settlement in a way to be decided upon by the latter.

Article XII

Final clauses

This Arrangement shall enter into force on the date of its signature by both Parties and shall expire either on April 15, 1972 or on the date on which the Project has been completed in conformity with the provisions of this Arrangement or of the "Schedule of Operations", which date is latter.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 28 april 1971 te Djakarta tussen de wederzijds bevoegde autoriteiten (te weten de Nederlandse Minister zonder Portefeuille, belast met de aangelegenheden betreffende de hulp aan ontwikkelingslanden, en de Indonesische Minister van Volksgezondheid) een administratief akkoord tot stand gebracht inzake het project voor de theoretische en praktische gezondheidszorg, van welk akkoord de materiële inhoud als volgt luidt:

Article I

The Project

(1) The two Parties shall contribute to the execution of a project to be known as "The Health Planning and Health Practice Research Project" hereinafter to be called "the Project".

(2) The general objective of the Project is to support the strengthening of National Health Services in Indonesia.

(3) The above objective of the Project shall in particular be pursued by improving of the National Institute of Public Health Surabaya, hereinafter referred to as "the Institute" possibly also with the assistance of other interested agencies through:

- a. re-viewing of the objectives and functions of the Institute;
- b. enlarging research-surveys on health planning and health practice research in order to identify priorities for the strengthening of National Health Services in Indonesia;
- c. training of a staff of "the Institute" and Provincial and Regencial Health Services in health planning and health practice research.

(4) The co-operation between the two Parties will remain in effect for a period of two years and can be continued on mutual consent of both Parties.

Article II

The Netherlands Contribution

(1) As its contribution to the Project the Netherlands Party undertakes:

- a. to provide training facilities for upgrading the staff of the Institute and other Indonesian officials of National Health Services by supplying fellowships for Indonesian officials, organizing courses on health planning and health practice research and if necessary refreshing courses in these disciplines, both courses being held in the Netherlands;
- b. to make available one Netherlands "Advisor" for a period of two years and a number of Netherlands "Shortterm Advisors" each for a period of approximately six months;
- c. to supply the Netherlands "Advisors" with equipment suitable for the execution of their tasks in Indonesia;
- d. to collaborate into investigations to the establishment of a permanent course of Public Health for Indonesian staff of the Institute, Provincial and Regencial Health Services, provided by the Institute.

(2) The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of f. 650.000,— (six hundred fifty thousand guilders).

Article III

The Indonesian Contribution

(1) As its contribution to the Project the Indonesian Party undertakes:

- a. to select participants in the upgrading and refreshing courses;
- b. to develop a plan of improving the Institute (as a settlement for the Project);
- c. to bear the running cost of the Project;
- d. to supply sufficient and adequate Counterpart-personnel to the Netherlands "Advisors";
- e. to arrange all necessary provisions on behalf of the housing and project-execution of the Netherlands "Advisors";
- f. in general to take all measures not undertaken by the Netherlands Party and necessary for the adequate implementation of the Project.

Article IV

The Executive Authorities

(1) The Netherlands Party shall for the implementation of the Project put in charge the Directorate of International Technical Assistance of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority.

(2) The Indonesian Party shall for the implementation of the Project put in charge the National Institute of Public Health of the Indonesian Ministry of Health as the Indonesian Executive Authority.

(3) Each of the Executive Authorities mentioned hereabove shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to other persons or institutions. In doing so, the Executive Authorities shall inform each other in writing of the names of the persons or institutions delegated and to what extent delegations are made.

Article V

The Schedule of Operations

(1) The Parties shall establish in common agreement a "Schedule of Operations" indicating in detail the contribution of either Party, the number and duties of the Advisors, their job-description, the duration of their being abroad, a description of the equipment and materials to be made available. The "Schedule of Operations" shall include a specified budget concerning each item of the contribution of either Party, a priority scheme of the activities to be undertaken with the specified budget, a time table and lists of the equipment and materials to be supplied by either Party.

(2) The "Schedule of Operations" shall form an integral part of the present Administrative Arrangement.

Article VI

Status of the Netherlands personnel

The Netherlands Advisors to this Project shall enjoy the privileges and immunities, mentioned in Article 4 of "the Agreement".

Article VII

Status of the Netherlands equipment and materials

(1) To the importation and exportation of the Netherlands equipment and materials are applicable the provisions of Article 5 of "the Agreement".

(2) The ownership of all equipment and materials supplied by the Netherlands Party will be transferred to the Indonesian Party at the

time the co-operation between the two Parties on the Project will be terminated.

Article VIII

Projectleader and Organization

(1) The Indonesian Director of the Institute shall be appointed to act as the Projectleader.

(2) The Projectleader shall be responsible to the Indonesian Executive Authority for the correct implementation of the Indonesian contribution. He shall act in close consultation with the Netherlands Executive Authority and provide both Indonesian and Netherlands Executive Authorities with any information that may be considered necessary for the execution of the Project.

(3) The Netherlands Advisor, as mentioned in Article II, paragraph (1) sub *b*, shall be appointed to act as Deputy Projectleader and represents the Netherlands Executive Authority in Indonesia. He shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution.

(4) The Projectleader and the Deputy Projectleader shall co-operate in close consultation with the Executive Authorities and the Netherlands "Advisors" for the development of the Project according to the "Schedule of Operations".

Article IX

Reporting

The Projectleader shall report to the Indonesian Executive Authority. He shall submit a quarterly "Report" in the English language on the progress made on the execution of the Project to both Executive Authorities. At the termination of the Project the Projectleader shall submit a final report in the English language of all of the aspects of the work done in connection with the Project to all Parties involved.

Article X

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Arrangement which cannot be settled in consultation between both Parties, shall be referred to the respective Governments for settlement in a way to be decided upon by the latter.

Article XI

The Arrangement becomes effective on the first or the month following the date of signature by both Parties whereas operations will start

as indicated in the time table of the "Schedule of Operations". The Arrangement shall expire "eo ipso" at the day the operations will be terminated, or after 2 years as off the day of their commencement as foreseen in Article I, paragraph (4) of this Arrangement and/or in the accordance with the time table of the "Schedule of Operations", which date is later.

Uitgegeven de *achtste* juli 1971.

De Minister van Buitenlandse Zaken a.i.,
BIESHEUVEL.