

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1972 Nr. 94

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 en *Trb.* 1971, 125.

In het kader van de onderhavige Overeenkomst is op 24 december 1971 te Djakarta tussen de wederzijds bevoegde autoriteiten (t.w. de Nederlandse Minister zonder Portefeuille, belast met de ontwikkelings-samenwerking, en de Minister van Onderwijs en Cultuur van Indonesië) een administratief akkoord tot stand gebracht inzake het project tot verbetering van het onderwijs in de natuurwetenschappen aan de Padjadjaran-Universiteit te Bandung, van welk akkoord de materiële inhoud als volgt luidt:

Article I

The Project

1. The two Parties shall co-operate in the improvement of natural sciences education at the Padjadjaran University at Bandung by providing assistance in the field of chemistry and physics to the faculties of natural sciences, medicine, dentistry, agriculture and animal husbandry, hereinafter to be referred to as the Project.
2. The co-operation between the two Parties has been planned provisionally for a period expiring on December 31st 1971.

Article II

The Netherlands Contribution

1. The Netherlands Party undertakes to continue the assistance to the Project by providing, as from January 1st 1969:
 - a) a team of Netherlands experts in the field of chemistry and physics acting as advisers to the Project up to a maximum of 215 man-months;
 - b) equipment and materials for the chemistry and physics laboratories;
 - c) fellowships up to a maximum of 72 man-months;
 - d) the required number of cars for use by the Netherlands team in connection with the Project.
2. The Netherlands Party undertakes to provide an operational fund up to a maximum of f 50,000.-. The Parties shall determine by mutual agreement how this amount is to be spent. The Netherlands team-leader will be charged with the payment of the amounts so determined.
3. The total expenses of the aforementioned Netherlands contribution shall not exceed an amount of f 1.700,000.- (Netherlands guilders one million sevenhundred thousand).

Article III

The Indonesian Contribution

1. The Indonesian Party undertakes to continue, as from January 1st 1969, to provide:
 - a) the required number of competent counterpart personnel to the Netherlands experts;
 - b) adequate fully furnished office-space to the Netherlands experts;
 - c) buildings to house the chemistry and physics laboratories, administrative offices and lecture rooms;

- d) the required number of competent administrative and maintenance personnel;
 - e) the required quantity of chemicals and glassware for use in educational laboratory experiments;
 - f) the cost of maintenance of the equipment and materials, provided by the Netherlands Party, as mentioned in article II paragraph 1. b;
 - g) maintenance, repairs and running costs of the cars to be supplied by the Netherlands Party, as mentioned in article II paragraph 1. d;
 - h) the handling and transport of the equipment and materials as mentioned in article II paragraph 1. b, from the Indonesian port of arrival to the site of project.
2. The Indonesian Party undertakes to provide promptly the funds necessary to carry out the above mentioned commitments.

Article IV

Scheme of Operations

Both Parties shall in common agreement draw up a Scheme of Operations specifying in detail their respective contributions and the expenses involved.

The Scheme of Operations shall include a time schedule, indicating the periods, within which the various operations within the Project should be completed.

The Scheme shall be deemed an integral part of this Agreement.

Article V

Status of the 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.

2. The foregoing provision likewise applies to the equipment and materials, provided by the Netherlands Party to Padjadjaran University within the framework of the cooperation prior to January 1st 1969.

3. Towards the termination of the Project the two Parties shall make arrangements for the transfer of ownership of the equipment and materials to the Indonesian Party.

4. With regard to the importation of equipment, materials and technical literature, the facilities as mentioned in article 5 of the Agreement of April 3rd 1964 shall be accorded.

Article VI

Executive Authorities

1. The Indonesian Party shall appoint the Rector of the Padjadjaran University as the Indonesian Executive Authority in charge of the implementation of the Project.

2. The Netherlands Party appoints the Directorate for International Technical Assistance of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority and shall be represented in Djakarta, as far as the daily operations under the Project are concerned, by the team-leader to be appointed from among the Netherlands experts.

Article VII

Status of the team-leader

The team-leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The team-leader shall act in close consultation with the Indonesian Executive Authority in respect to the operation and instructions given by the said Authority to the Indonesian personnel. The Indonesian Executive Authority provides the teamleader with any information that may be considered necessary for the execution of the Project.

Article VIII

Status of Netherlands personnel

The Netherlands experts shall enjoy the privileges and immunities mentioned in article 4 of the Agreement of April 3rd 1964, irrespective in whose service they are sent to Indonesia.

Article IX

Status of Indonesian Trainees

The rules and regulations of the Netherlands Fellowship Program shall apply to the Indonesian Trainees during their fellowship-period.

Article X

Reporting

At least every three months the Netherlands team-leader shall submit a "progress-report" to both Parties on the progress made as to the implementation of the Project. Copies of this report shall be submitted to the Royal Netherlands Embassy at Djakarta.

At the termination of the Project the Netherlands team-leader shall submit to both Parties a "Final Report" on all aspects of the work done in connection with the Project.

Article XI
Amendments

This Administrative Agreement and the Scheme of Operations may be amended by mutual agreement between the Parties in writing.

Article XII
Continuation of the Project

The Indonesian Party intends, upon completion of the Netherlands contribution, to continue the operations under the Project as were foreseen at the time of the signing of this Administrative Agreement.

Article XIII
Settlement of Disputes

In the case of a dispute concerning the interpretation or application of this Administrative Agreement both Parties shall, after mutual consultation, submit the dispute to their respective Governments for settlement in a way to be decided by the latter.

Article XIV
Final Clause

This Administrative Agreement shall become effective on the date of its signature by both Parties and shall expire on the date the operations, provided for in the Scheme of Operations, have, in the opinion of both Parties, been completed.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 23 februari 1972 te Djakarta tussen de wederzijds bevoegde autoriteiten (t.w. de Nederlandse Minister zonder Portefeuille, belast met de ontwikkelingssamenwerking, en de Minister van Arbeid van Indonesië) een administratief akkoord tot stand gebracht inzake het project betreffende het centrum voor beroepsopleiding te Singosari (Indonesië), van welk akkoord de materiële inhoud als volgt luidt:

Article I
The Project

1. The two Parties shall join efforts in executing a Project, to be known as "The Vocational Training Centre Singosari Project", hereinafter to be called "the Project".

2. The purpose of the Project is to intensify and improve training activities in the Vocational Training Centre at Singosari, Indonesia.

3. This purpose shall be pursued by improving the present teaching methods and teaching equipment at the present Training Centre at Singosari.

4. The aforesaid co-operation between the two Parties has been provisionally planned to last two years, starting approximately on the first of January 1971.

Article II

The Netherlands Contribution

1. As its contribution to the Project the Netherlands Party undertakes:

- to make available Netherlands advisors for an overseas assignment in Indonesia, not exceeding 50 manmonths their number and duties as well as the duration of their staying in Indonesia to be described in the "Schedule of Operations", mentioned in Article VII of this Arrangement;
- to supply equipment, drawings and other materials to the value of and not exceeding the amount of Nfl 450,000,- (four hundred and fifty thousand guilders) to be specified in the "Schedule of Operations";
- to grant fellowships to members of the personnel of the Centre at Singosari for study in the Netherlands, not exceeding 23 manmonths, their number and the duration of their staying in the Netherlands to be described in the "Schedule of Operations";
- to provide an operational fund up to a maximum of Nfl 50,000,- (fifty thousand guilders) during the implementation of the Project, to be spent in mutual agreement by the two Parties under the responsibility of the Netherlands Projectleader, mentioned in Article V of the present Arrangement;
- to take for its account the expenses involved in overseas travelling and housing of the Netherlands advisors, in overseas travelling, boarding, lodging and tuition fees of the Indonesian trainees, as well as in overseas transportation and insurance of the equipment and materials to the ultimate place of destination.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Nfl 910,000,- (nine hundred and ten thousand guilders).

Article III

The Indonesian Contribution

As its contribution to the Project the Indonesian Party undertakes:

- to make available qualified and sufficient counterpart staff to the Netherlands advisors;

- to provide the buildings required for the implementation of the Project as described in the "Schedule of Operations";
- to make available adequate and well equipped and furnished office space to the Netherlands Advisors as well as non-rentfree housing for them and their families;
- to take for its account the cost of unloading, customs clearance, inland transportation, and installation of the equipment and materials mentioned in Article II, paragraph 1 of the Arrangement;
- to supply sufficient office-personnel, administrative personnel and labourers to serve within the scope of the Project;
- to provide sufficiently and in time the necessary funds to finance its contribution.

Article IV

The Executive Authorities

1. The Netherlands Party appoints the Directorate of International Technical Assistance of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project. The abovementioned Executive Authority shall be represented in Indonesia as far as daily operations under the Project are concerned, by the Projectleader who is to be appointed from among the Netherlands advisors.

2. The Indonesian Party shall appoint the Institute for Manpower Development (Lembaga Pembinaan Tenaga Kerja) as the Indonesian Executive Authority in charge of the implementation of the Project.

Article V

The Projectleader

The Projectleader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution.

The Projectleader shall act in close consultation with the Indonesian Executive Authority and respect the operational instructions given by the said Authority to the Netherlands personnel.

The Indonesian Executive Authority provides the Projectleader with any information that may be considered necessary for the execution of the Project.

Article VI

Delegation

Each of the Executive Authorities, mentioned in Article IV shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to a third party.

In this connection 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 VII

The Schedule of Operations

1. The Executive Authorities 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 jobdescription, the duration of their being abroad as well as 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, a time table and lists of equipment and materials to be supplied by either Party.

2. The "Schedule of Operations" shall form an integral part of this Administrative Arrangement.

3. The "Schedule of Operations" may be amended in common agreement between the Executive Authorities.

Article VIII

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 IX

Status of the Netherlands equipment and materials

1. The provisions of Article 5 of "the Agreement" are applicable to the importation and exportation of the Netherlands equipment and materials under this Project.

2. The ownership of all equipment and materials supplied by the Netherlands Party will be transferred to the Indonesian Party at the termination of the co-operation between the two Parties on the Project.

Article X

Reporting

The Projectleader 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 on all aspects of the work done in connection with the Project to all parties involved.

Article XI

Settlement of disputes

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

Article XII

Entry into force and duration

This Administrative Arrangement shall enter into force on the date of signature by both Parties and shall expire either at the end of the period mentioned in Article I, paragraph 4 of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the "Schedule of Operations", whichever date is later.

Uitgegeven de zeventiende augustus 1972.

De Minister van Buitenlandse Zaken,
W. K. N. SCHMELZER.