

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1973 Nr. 44

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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, *Trb.* 1971, 125 en *Trb.* 1972, 94.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 2 augustus 1972 te Jakarta tussen de wederzijdse bevoegde autoriteiten (t.w. de Nederlandse Minister zonder Portefeuille, belast met de ontwikkelingssamenwerking, en de Minister van Openbare Werken en Elektrische Energievoorziening van Indonesië) een administratief akkoord tot stand gebracht inzake het project tot beheersing van waterhuishouding en afwatering in Jakarta, 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 "Djakarta Drainage and Flood Control Project" hereinafter to be called "the Project".
2. The purpose of the Project is to improve the Flood Control Works in the Djakarta Raya area.
3. This purpose shall be pursued by:
  - a. formulating and preparing an overall plan for the Flood Control Works;
  - b. assisting in the designing of all the constructions needed for the flood control works to be undertaken during the Project;
  - c. giving a full report and data of sediment transportation of the rivers and canals in Djakarta;
  - d. assisting in the designing of an urban drainage system;
  - e. assisting in using the heavy equipment procured out of a project Aid Loan from the Netherlands Government to the Indonesian Government.
4. The aforesaid co-operation between the two Parties is planned to last two years.

## Article II

### *The Netherlands Contribution*

1. As its contribution to the Project the Netherlands Party undertakes:
  - a. to make available a team of Netherlands Advisers to a maximum of 75 manmonths;
  - b. to take for its account the travel expenses between the Netherlands and Indonesia of the Netherlands Advisers and their families, as well as the cost involved in board and lodging of the Advisers in Djakarta;
  - c. to supply equipment for field investigations and office work, to be used by the Netherlands Advisers, to a total value not exceeding f. 50.000,- which amount includes:
    - the total cost of transportation from the manufacturer to the Port of Djakarta,
    - the costs in the Netherlands incurred in packing, checking, shipping,
    - and insurance of these goods against all normal risks from the moment of their delivery in the Netherlands up to and

including a period of 45 days after their arrival at the point of their final destination in Indonesia;

- d. to take for its account the purchase, shipping costs and insurance as mentioned above of three motorvehicles, to be used by the Netherlands Advisers, up to a maximum of f. 30.000,-;
- e. to grant fellowships to a maximum of f. 30.000 to Indonesian Engineers for jobsite training in their respective professional fields in the Netherlands.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 1.343.000,- (one million and three hundred and forty-three thousand Dutch guilders) allocated out of the funds available for technical assistance to Indonesia for the year 1971.

### Article III

#### *The Indonesian Contribution*

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

- a. to make available the required number of qualified counterpart personnel to the Netherlands Advisers;
- b. to provide and take for its account the cost of suitable and fully furnished air conditioned office space, office supplies, lighting, cleaning services including adequate sanitation to the Netherlands Advisers;
- c. to make available competent clerical staff and drawing room staff required for the designing of the plans, and three drivers for the motorvehicles mentioned in Article II paragraph 1 of this Arrangement;
- d. to take for its account the cost for official use of gas, oil, maintenance and repairs of the motorvehicles provided by the Netherlands Party as foreseen in Article II paragraph 1 of this Arrangement, according to the existing regulation in the Ministry of Public Works and Power;
- e. the clearance, storage, handling and transportation of the equipment and motorvehicles from the Indonesian port of arrival up to the point of final destination in Indonesia as mentioned in Article II paragraph 1;
- f. to provide all available data relevant to the Project and, if necessary laboratory services for analysing soil and water samples.

2. The Indonesian Party shall provide sufficiently and in the due time the necessary funds for the financing of its contribution to the Project as outlined in the foregoing paragraph.

3. The total value of the Indonesian contribution as mentioned hereabove has been estimated to the value of Rp. 25.000.000,- (twenty five million rupiah).

#### 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 Directorate General of Water Resources Development of the Indonesian Ministry of Public Works and Power as the Indonesian Executive Authority.

3. The Executive Authorities mentioned hereabove shall be entitled to delegate under their responsibilities, wholly or partially, the execution of the Project to a third party. In doing so the Executive Authorities shall inform each other in writing of the names of persons, institutions and companies delegated and to what extent delegations are made.

#### Article V

##### *The Project Manager and the Resident Manager*

1. The Netherlands Executive Authority shall be represented in Indonesia, as for the daily operations under the Project are concerned, by the Project Leader hereinafter referred to as "the Resident Manager", who will be appointed from among the Netherlands Advisers.

2. The Indonesian Executive Authority will assign to the Project an Indonesian Project Leader hereinafter referred to as "the Project Manager", who will be responsible to the Indonesian Executive Authority for the correct implementation of the Project. For the smooth running of the Project, the Project Manager shall act in close consultation with other Indonesian Authorities and Services involved as well as the Netherlands Advisers.

3. During his absence from Indonesia, the Resident Manager is entitled to appoint an acting Resident Manager, whose responsibilities and duties are equal to those of the Resident Manager.

## Article VI

### *The Project Supervisor*

1. The Netherlands Executive Authority will assign to this Project a Netherlands supervisor whose duty will be the supervision of the implementation of the Project, both in Indonesia and in the Netherlands.

2. The Project supervisor shall advise and report to the Netherlands Executive Authority.

3. The Project Supervisor shall act in close consultation with the Netherlands Resident Manager, the other Netherlands Advisors, the Indonesian Executive Authority and the Indonesian counterpart staff in matters pertaining to the vocational activities of the Netherlands Advisors.

He shall respect the operational instructions given by the Indonesian Executive Authority to the Indonesian staff members and personnel.

4. The Indonesian Executive Authority shall provide the Project supervisors and the other Netherlands Advisors with any information that is deemed necessary by them for the efficient execution of the Project.

## Article VII

### *The Schedule of Operations*

1. The Executive Authorities shall establish in common agreement a "Schedule of Operations" indicating the contribution of either Party, the number and duties of the Advisors, their job description, the durations 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 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.

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

## Article X

### *Reporting*

The Resident Manager shall submit periodical report in the English language on the progress made on the execution of the Project to both Executive Authorities, to a minimum of 5 reports.

At the termination of the Project the Resident Manager shall submit the last progress-report as a final report 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 eo ipso when the operations under the Project as foreseen in the Schedule of Operations shall be completed.

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Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 6 september 1972 te Jakarta tussen de wederzijdse bevoegde autoriteiten (t.w. de Nederlandse Minister zonder Portefeuille, belast met de ontwikkelings samenwerking, en de Minister van Vervoer, Ver-

bindingen en Toerisme van Indonesië) een administratief akkoord tot stand gebracht inzake het haven- en baggerproject in Indonesië, van welk akkoord de materiële inhoud als volgt luidt:

## Article I

### *The Project*

1. The two Parties shall join efforts in initiating and executing a project to be known as "The Port and Dredging Project" (hereinafter referred to as "the Project").

2. The purpose of the Project is to rehabilitate and to develop the Indonesian Sea Ports so as to reinstall and improve their technical capacity and operational efficiency in terms of ability to receive and accommodate the economically required vessels, services to vessels and goods handling and storage, all on a economically realistic basis.

The Project consists of two sub-projects:

- a. The Port sub-project
- b. The Dredging sub-project.

The two sub-projects shall be executed simultaneously.

3. The purpose of the Port sub-project shall be pursued by:

- a. analysing the present technical, operational, organizational and financial conditions in the ports and port access channels;
- b. reviewing the needs for rehabilitation and improvements, and considering the economic merits there-of;
- c. assessing ways and means required to obtain such rehabilitation and improvements, accompanied by prefeasibility studies or by recommendations for further preparatory and study work, and where possible by feasibility studies;
- d. submitting recommendations to implement the feasible improvements, including aspects of a technical, organizational, operational and financial nature;
- e. where possible, preparing project specifications for execution.

4. The purpose of the Dredging sub-project shall be pursued in general by giving full attention to the need of dredging, the access channels in particular by:

- a. making an inventory of present equipment and an analysis of repairs and further modifications necessary or economically desirable;





transportation expenditure between manufacturer and Indonesian port of entry, and also includes costs in the Netherlands incurred in packing, checking, shipping, insuring and further care for the equipment;

- (d) taking for its account the purchase in the Netherlands, transport to Indonesia and insurance of five to six motor vehicles for use by the Netherlands Advisers, up to a maximum of f. 50.000,—.

2. For Phase I of the Project, the total value of this aforesaid Netherlands contribution shall not exceed f. 3.600.000,— allocated out of the funds available for technical assistance to the Indonesian Party for the year 1970.

3. A reserve of f. 1.800.000,— shall be made from the Netherlands Technical Assistance Funds for the year 1971 to cover the expenses during Phase II, this reserve not to be committed to other projects prior to the receipt and consideration of the Interim Report concerning Phase I of the Project, to be produced by the Netherlands Project leader prior to the termination of Phase I. The amount to be allocated to Phase II of the Project shall be agreed among the Parties hereto, following the receipt of this Interim Report, and may be the same as, or greater or less than, the amount of the reserve.

### Article III

#### *The Indonesian Contribution*

1. The Indonesian Party undertakes to contribute to the Project free of charge or risk to the Netherlands Party or to the Netherlands Advisers by:

- a. providing office accommodations: (airconditioned) space, furniture, stationary, equipment, reproduction and documentation, domestic P & T services, water and electricity;
- b. providing clerical, secretarial, drafting, translation and support personnel;
- c. providing adequate and qualified counterpart personnel to work with the Advisers on a full-time basis; when and where Indonesian experts can be provided to supplement the Netherlands Advisers, they shall be fully integrated into the team of the Netherlands Advisers;
- d. taking for its account the cost of travelling in Indonesia (air, train, boat, taxi's, etc.) of the Netherlands Advisers and counterpart staff;
- e. supplying all available data relevant to the work;
- f. rendering laboratory services for analysing soil samples;

- g. supplying fully operational survey vessels for work on rivers, in estuaries and other bars, with crew and with fuel etc., and suitable for work during longer periods and also at night;
- h. taking for its account the clearance, storage and freight within Indonesia of equipment, samples etc. related to the Project;
- i. taking for its account maintenance, repairs and running costs of the motor vehicles purchased by the Netherlands Party as mentioned in Article II, paragraph 1 (d) of this Arrangement;
- j. taking for its account the expenses of construction and maintenance of scaffolds, beacons and other structures on the shores or mudflats along the estuaries or rivers as needed by the Netherlands Advisers;
- k. taking for its account the costs of reconnaissance flights by a small aircraft to inspect from time to time the conditions in the estuaries and rivers when needed by the Netherlands Advisers.

2. The Indonesian Party shall supply sufficiently and in time the necessary funds to finance its contribution to the Project as outlined in the foregoing paragraph.

3. The Indonesian Party shall allocate a revolving operational fund in Indonesian currency, destined as working capital for payments to be made by the Netherlands Project leader or expenses incurred in relation to any or all of the items listed above under paragraph 1 of this Article, in case the Indonesian Party does not provide the facility within the necessary time in order to proceed with the study. The fund shall be replenished by the Indonesian Party at intervals of two months upon receipt of the relevant invoices of the Netherlands Project leader.

4. The Indonesian Party undertakes to make available an amount of Rupiahs, being the countervalue of the motor vehicles purchased by the Netherlands Party as outlined in Article II, paragraph 1 sub (d) of this Arrangement, up to a maximum of the Rupiah countervalue of f. 50.000,- as its allocation to the revolving operational fund mentioned in paragraph 3 of this Article.

The Indonesian Party shall, in conjunction with the Netherlands Project leader, apply for financial assistance from other sources to obtain survey equipment needed in the Project, at an estimated total expenditure of up to US\$. 280.000,-.

5. The Indonesian Party shall, after receipt of reports and other documents produced by the Netherlands Project leader, not unnecessarily withhold decisions on their follow-up or implementation. This applies in particular to the Interim Report which is to be sub-

mitted prior to the termination of the current phase and which will contain schedules and priority subjects for the next phase; within four weeks from its receipt, the Indonesian Party shall comment on its contents and initiate a discussion, so as to establish the programme for the next phase in time and ensure continuity in the activities of the Netherlands Advisers.

6. The Indonesian Party has expressed its intention to continue the operations as provided for in this Arrangement upon termination of the co-operation between the two Parties on 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 Directorate General of Sea Communications of the Ministry of Communications as the Indonesian Executive Authority.

3. The Executive Authorities mentioned hereabove shall be entitled to delegate under their responsibility, wholly or partly, the execution of the operations under the Project to a third party. In doing so they shall inform each other in writing of the delegations made and to what extent.

#### Article V

##### *Schedule of Operations*

1. The Parties hereto shall in common agreement establish a "Schedule of Operations" covering the two sub-projects and specifying the scope of work and timing and the expenses involved.

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

3. The Schedule of Operations is subject to alterations from time to time upon mutual agreement between the Parties to this Project.

#### Artikel VI

##### *Status of the equipment*

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

of the Project. Upon completion of the Project, the two Parties shall agree in writing as to the transfer of ownership of the equipment 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 into Indonesia in conformity with paragraph 2 of this Article, to be used exclusively for the operations under the Project, shall be transferred in ownership to the Indonesian Party at the date on which that Party has carried out its commitments referred to in Article III, paragraph 4 of this Arrangement.

## Article VII

### *Status of the Netherlands personnel*

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

## Article VIII

### *The Netherlands Project Supervisor*

1. The Netherlands Executive Authority will assign to the Project a Netherlands Adviser, whose duty will be the supervision of the implementation of the Netherlands contribution to the Project, both in Indonesia and in the Netherlands.

2. The Project Supervisor shall advise and report to the Netherlands Executive Authority.

3. The Project Supervisor shall act in close consultation with the Netherlands Project leader, the other Netherlands Advisers, the Indonesian Executive Authority and the Indonesian counterpart staff in matters pertaining to the vocational activities of the Netherlands Advisers.

He shall respect the operational instructions given by the Indonesian Executive Authority to the Indonesian staff members and personnel.

4. The Indonesian Party shall instruct the Indonesian Executive Authority to provide the Project Supervisor and the other Netherlands Advisers with any information that is deemed necessary by them for the efficient execution of the Project.

## Article IX

### *The Netherlands Project leader*

1. One of the Netherlands Advisers will be designated as Project leader, either by the Netherlands Executive Authority or in case the execution of the Project is delegated to a third party in accordance with the provision of Article IV, paragraph 3, by said party in consultation with the Netherlands Executive Authority.
2. The Project leader will be responsible for the proper execution of the operations in Indonesia as described in the Schedule of Operations.
3. In all matters pertaining to the daily operations under the Project there shall be close co-operation between the Project leader and the Indonesian Authorities.
4. During his absence from Indonesia the Project leader is entitled to appoint a Deputy Project leader, whose responsibilities and duties are equal to those of the Project leader.
5. The provisions of Article VIII, paragraphs 3 and 4 are also applicable to the duties and the position of the Project leader.

## Article X

### *Co-ordinated planning*

The Indonesian Party agrees to keep the Netherlands Party and Netherlands Advisers continually informed of all developments related to ports and dredging, and expresses its desire to seek the advice of the Netherlands party and the Netherlands Advisers in all such developments where planning and scheduling of activities in ports and dredging may be affected.

## Article XI

### *Reporting*

1. The Project leader shall after consultation with his Indonesian counterpart submit a written quarterly progress report in the English language to both Executive Authorities.
2. Prior to the completion of Phase I of the Project, the Project leader shall, after consultation with his Indonesian counterpart, submit a written Interim Report as mentioned in Article II, paragraph 3 of this Arrangement in the English language to both Executive Authorities.

3. At the completion of the Project (Phase I and II) the Project leader shall act in conformity with the provisions of paragraph 2 of this Article.

4. Copies of the reports mentioned in the previous paragraphs of this Article shall be submitted to the Royal Netherlands Embassy at Djakarta.

#### Article XII

##### *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 XIII

##### *Final Clause*

This Arrangement shall enter into force on the date of its signature by both Parties and shall expire "eo ipso", with regard to the provision of Article I, paragraph 7 of this Arrangement, on the date as foreseen in the time table of the Schedule of Operations on which the operations under the Project shall be completed.

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Uitgegeven de *tiende* april 1973.

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