

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1974 Nr. 82

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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. PARLEMENT

G. INWERKINGTREDING

Zie *Trb.* 1965, 35.

J. GEGEVENS

Zie *Trb.* 1964, 43, *Trb.* 1965, 35, *Trb.* 1970, 104 en 139, *Trb.* 1971, 125, *Trb.* 1972, 94 en *Trb.* 1973, 44.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 26 maart 1973 te Jakarta tussen de wederzijdse bevoegde autoriteiten (t.w. de Nederlandse Minister voor Ontwikkelingssamenwerking en de Minister van Onderwijs en Cultuur van Indonesië) een administratief akkoord tot stand gebracht inzake het Grafisch In-

structie- en Opleidingscentrum te Jakarta, van welk akkoord de materiële inhoud als volgt luidt:

### Article I

#### *The Project*

1. The two Parties shall join efforts in continuing and extending "the Graphic Instruction and Training Centre", which is known as "the Pusat Grafika Indonesia", hereinafter to be called "the Project".

2. The purpose of the Project is to develop better conditions for the extension and improvement of the communication by graphic media, especially by developing better methods of graphic education and technical assistance to graphic schools, university presses, publishers and printers.

3. In pursuing this purpose the Pusat Grafika Indonesia shall function as a national advisory and training centre for the benefit of the Indonesian partners in communication development i.e. the Indonesian Government and the Indonesian publishers and printers.

In its advisory capacity this centre shall be helpful to the Indonesian authorities and industry in developing vocational training programs, investment proposals and in solving problems of management and production organization.

In its training capacity this centre shall organize inside and outside the centre and its subcentres basic and upgrading courses, workshops and practical demonstrations.

4. The aforesaid co-operation between the two Parties has been planned to last three years.

### Article II

#### *The Netherlands Contribution*

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

- to make available Netherlands Advisers for an overseas assignment in Indonesia, not exceeding 144 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 for the establishment of two subcentres of the Pusat Grafika Indonesia, specified in the "Schedule of Operations";
- to supply information materials for the Pusat Grafika Indonesia and its subcentres, to be specified in the "Schedule of Operations";
- to grant fellowships for teaching Indonesian graphic teachers and instructors in the Netherlands, not exceeding 288 man-

months, their fields of study, their number and the duration of their staying in the Netherlands to be described in the "Schedule of Operations";

- to provide funds for shortterm visits of qualified Netherlands experts as well as of qualified Indonesian staffmembers within the framework of the Project;
- to provide funds for local operation costs during the implementation of the Project, to be spent in mutual agreement by the two Parties under the responsibility of the Project-leader, mentioned in Article V of the present Arrangement;
- to take for its account the expenses involved in implementing the Project in the Netherlands;
- to take for its account the expenses involved in overseas travelling and housing of the Netherlands Advisers, in overseas travelling, boarding, lodging and tuition fees of the Indonesian trainees, in overseas transportation and insurance of the equipment and materials to an Indonesian port of destination, as well as in unloading, customs clearance, inland transportation, transport insurance and installation of the above mentioned equipment and materials.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 3.200.000,-.

### Article III

#### *The Indonesian Contribution*

1. As its contribution to the Project the Indonesian Party undertakes:
  - to make available qualified and sufficient counterpart staff to the Netherlands Advisers and capable sectionleaders and assistant sectionleaders to co-operate with the Netherlands Advisers and their counterparts;
  - to take for its account the payment of the basic salary of the counterpart staff, the sectionleaders and the assistant sectionleaders and to guarantee the normal social security benefits offered to Government employees in Indonesia;
  - to take for its account the expenses involved in the activities of the Advisory Council for the Graphic Industry, mentioned in Article IV, paragraph 2 of this Arrangement;
  - to organize and to contribute to the financing of parttime courses outside the Pusat Grafika Indonesia and its subcentres;
  - to provide the land, the buildings and the teachers for the two subcentres of the Pusat Grafika Indonesia, as described in the "Schedule of Operations";

- to bear the cost of maintenance, repairs, running cost and insurance of the equipment made available by the Netherlands Party for the duration of the Project.
2. The value of the Indonesian contribution as mentioned hereabove has been estimated in Indonesian currency RP. 33.000.000.

#### Article IV

##### *The Executive Authorities*

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

The above mentioned Executive Authority shall be represented in Indonesia as far as daily operations of the Netherlands advisers under the Project are concerned, by the Teamleader who is to be appointed from among the Netherlands Advisers.

2. The Indonesian Party shall appoint the Secretary General of the Department of Education and Culture as the Indonesian Executive Authority in charge of the implementation of the Project. In implementing the Project the Indonesian Executive authority shall be assisted by the Advisory Council for the Graphic Industry, which has been appointed by the Indonesian Government.

#### Article V

##### *The Projectleader*

The Netherlands and the Indonesian Party shall agree on the appointment of a Projectleader, of Indonesian nationality, in the function of Director of the Pusat Grafika Indonesia.

The Director of the Pusat Grafika Indonesia shall be responsible for the correct organization and administration of the Project, in accordance with the Instructions given in the "Schedule of Operations".

The Advisory Council for the Graphic Industry shall function in a supervisory capacity to the Director of the Pusat Grafika Indonesia in matters of project policy.

The Director of the Pusat Grafika Indonesia shall provide the Advisory Council with any information that may be considered necessary for the adequate functioning of its responsibility. Serious disagreements between the Director of the Pusat Grafika Indonesia and the Advisory Council shall be referred to both Executive Authorities.

The Director of the Pusat Grafika Indonesia shall furthermore submit continuous information about operational matters of the Project to the Netherlands Executive Authority.

## 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 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 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 Advisers, 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 Advisers 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 shall be transferred to the Indonesian Party at the time the co-operation between the two Parties on the Project shall be terminated or on an earlier date, to be agreed upon by both Parties.

## Article X

*Reporting*

The Projectleader shall submit a quarterly "Report" in the English language on the progress made as to 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 with retroactive effect from the date on which the previous Arrangement in this matter, signed at Jakarta on April 26, 1969, has been terminated and shall expire on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the "Schedule of Operations".

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Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 11 juli 1973 te Jakarta tussen de wederzijdse bevoegde autoriteiten (t.w. de Nederlandse Minister voor Ontwikkelingssamenwerking en de Minister van Onderwijs en Cultuur van Indonesië) een administratief akkoord tot stand gebracht inzake de restauratie van de Boroboeoer Tempel, 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 Borobudur Project", hereinafter to be called "the Project".
2. The purpose of the Project is to prepare the plans and specifications for the ultimate restoration of the Borobudur Temple in Indonesia.
3. This purpose shall be pursued by:
  - a. Collecting all necessary and available data, maps, reports, etc. in close co-operation with the Indonesian authorities concerned, and for the measures to be taken for stone conservation, in close co-operation with the international experts engaged in the studies of stone decay and stone conservation and working out on the basis of these detailed plans, specifications and tender documents.
  - b. Giving advice on and casually supervising the drilling of boreholes the taking of samples and soil mechanical analysis of the samples in the Netherlands.
  - c. evaluating the tenders for the restoration of the inner structure of the temple.
4. The afore-said co-operation between the two Parties is planned to last approximately 30 months.

## Article II

### *The Netherlands Contribution*

1. As its contribution to the Project the Netherlands Party undertakes:
    - to provide technical assistance by Netherlands advisors.
    - to make available some Netherlands advisors or short visits to Indonesia and to the UNESCO-office in Paris.
    - to bear the cost for preparation and evaluation work in the Netherlands by Netherlands advisors.
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2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of f 680.000,- (six hundred and eighty thousand Dutch guilders).

### Article III

#### *The Indonesian Contribution*

As its contribution to the Project the Indonesian Party undertakes:

- to provide adequate office-space for the Netherlands advisors, during their stay in Indonesia.
- to supply all necessary and available data (in particular studies made on stone conservation), maps reports etc. to the work.
- to execute and bear the cost of a drilling-programme as provided for in the Unesco-report (paragraph 13) and a measuring programme of the temple and its direct surroundings (scales respectively 1 : 100 and 1 : 1000) both of these programmes being put under the guidance and supervision of the Netherlands advisors.

### 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 above mentioned Executive Authority shall be represented in Djakarta, as far as the 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 Indonesian Borobudur Executive Bureau 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 operationed instructions given by said Authority to the Indonesian 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 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 VII

### *The Schedule of Operations*

1. The Executive Authorities shall establish in common agreement a "Schedule of Operations" indicating in detail the contribution of their 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 time the co-operation between the two parties on the Project will be terminated.

## 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 with retroactive effect from the date on which the project started 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.

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Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 21 maart 1974 te Jakarta tussen de wederzijdse bevoegde autoriteiten (t.w. de Nederlandse Minister voor Ontwikkelingssamenwerking en de Minister van Verkeer van Indonesië) een administratief akkoord tot stand gebracht inzake de haven van Tandjong Priok, 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 "Immediate improvement of port management and operations with particular reference to Tanjung Priok" hereinafter to be called "the Project".

2) The purpose of the Project is the improvement of port management and operations of the port system in Indonesia, with particular reference to Tanjung Priok.

3) This purpose shall be pursued by:

- a. assisting the top-, middle- and field-management of the port administration of Tanjung Priok and directly related institutions regarding operational and technical problems;
- b. improving and strengthening the organization and the quality of the expertise as well as the leadership of the top-, middle- and field-cadre of Tanjung Priok by means of management-, development methods and result-oriented training;
- c. applying and/or introducing the results, gained in Tanjung Priok into the total port-system in Indonesia.

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:

- to make available a team of Netherlands advisors;
- to send individual advisors or consultants for short visits to the Project;
- to take for its account the travel-expenses of the Netherlands advisors or consultants and their families;
- to bear the cost of purchase of two motor-vehicles and of the transportation and insurance to the ultimate place of destiny in Indonesia;
- to bear the cost of housing and lodging of the Netherlands advisors or consultants;
- to grant a number of fellowships for training in the Netherlands.

2) The total expenses of the abovementioned Netherlands contribution shall not exceed the amount of f 2,000,000.- (two million Dutch guilders).

## Article III

### *The Indonesian contribution*

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

- to provide suitably furnished office accomodation including maintenance, supplies and the normally required communication facilities for the Netherlands team-members;

- to provide sufficient and qualified counterpart personnel to work with the Netherlands advisors, as itemized in the Schedule of Operations;
- to provide for and bear the cost of transportation for the Netherlands advisors within Indonesia in relation with their duties and especially within the port of Tanjung Priok;
- to take for its account the maintenance, repairs and running cost not included insurance of the two motor vehicles, mentioned in Article II sub 1;
- to provide such data, information, materials and office equipment which may be considered essential for an efficient running of the Project;
- to assist in finding adequate housing facilities for the Netherlands advisors and their families;
- to make available an amount of f 400,000.- in local currency to finance the local cost related to the performance of the Indonesian training institutes as indicated in the Schedule of Operations.

#### 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.
- 2) The Indonesian Party shall appoint the Directorate General of Sea Communications of the Indonesian Ministry of Communications as the Indonesian Executive Authority in charge of the implementation of the Project.

#### Article V

##### *The Project Manager*

The Netherlands Executive Authority shall appoint a Project Manager who will be responsible to this Authority for the correct implementation of the Netherlands contribution. The project manager shall act in close consultation with the Indonesian Executive Authority and respect the operational instructions given by the said Authority to the Indonesian personnel.

As far as the daily operations under the Project are concerned, the Project Manager will be assisted by a local representative in Jakarta.

The Indonesian Executive Authority provides the Project Manager and/or his local representative 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 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 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 job description, 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 concerning the Institutes, 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 of 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 cooperation between the two Parties on the Project will be terminated.

## Article X

*Reporting*

The Project Manager shall submit in December 1973, April 1974 and August 1974 a report in the English language on the progress made in execution of the Project to both Executive Authorities. Two months before the termination of the Project, the Project Manager shall write a draft final report which shall be discussed with the Department of Communications and the Directorate General of Sea Communications. After that the Project Manager shall submit a final report in the English language on all aspects on the work done in connection with the Project to all parties involved in 20 (twenty) copies to the Department of Communications.

## 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.

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Uitgegeven de zesde juni 1974.

*De Minister van Buitenlandse Zaken,*  
M. VAN DER STOEL.