

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1975 Nr. 127

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, *Trb.* 1973, 44 en *Trb.* 1974, 82.

In overeenstemming met artikel 60, tweede lid, van de Grondwet zijn de op 26 maart 1973, 11 juli 1973 en 21 maart 1974 te Jakarta tot stand gekomen administratieve akkoorden respectievelijk inzake het Grafisch Instructie- en Opleidingscentrum te Jakarta, de restauratie van de Boroboedoe Tempel en de haven van Tandjong Priok (teksten in rubriek J van *Trb.* 1974, 82) medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal bij brieven van 24 juli 1974.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 28 juli 1975 te Jakarta tussen de wederzijdse bevoegde autoriteiten (te weten de Nederlandse Minister voor Ontwikkelingssamenwerking en de Minister van Vervoer, Verbindingen en Toerisme van Indonesië) een administratief akkoord tot stand gebracht inzake de verbetering van het beheer van de Jakarta Lloyd, van welk akkoord de materiële inhoud als volgt luidt:

Article I

The Project

1. The two Parties shall jointly carry out a project, to be known as "Management Advisory Team Jakarta Lloyd" hereinafter referred to as "the Project".
2. The purpose of the Project is to advise and assist in the revitalization of Jakarta Lloyd, in order to reinstate overall efficiency with the ultimate aim of improving the ocean shipping activities of this Company.
3. This purpose shall be pursued in a way indicated in the Schedule of Operations.
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 four Netherlands advisers;
 - to take for its account the cost of board and lodging of these advisers and their families within Indonesia;
 - to take for its account the travel expenses between the Netherlands and Indonesia of the Netherlands advisers and their families.
2. The value of the Netherlands contribution shall not exceed f 1,180,000.- (one million one hundred and eighty thousand Dutch guilders).

Article III

The Indonesian contribution

1. As its contribution to the Project the Indonesian Party undertakes that the Jakarta Lloyd will:

a. make available a number of executive staff members as Counterpart staff to the Netherlands advisers, each staff member in its own field of responsibility and specified in the Schedule of Operations;

b. provide and take for its account the cost of suitable and fully furnished, airconditioned office space, including telephone office supplies, lighting, cleaning service, copying facilities and adequate sanitation;

c. provide for and bear the cost of transportation (air, rail or road) of the Netherlands advisers within Indonesia and to neighbouring ports;

d. take for its account the cost of gas, oil, maintenance and repair of the motor-vehicles provided by the Netherlands Party for use within the scope of the Project;

e. make available drivers for the motor-vehicles made available by the Netherlands Party.

2. The Indonesian Party shall provide sufficient and in 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 is estimated to the value of Rp. 15.000.000.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the International Technical Assistance Department of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project. The Netherlands Executive Authority shall be represented in Jakarta, as far as the daily operations under the Project are concerned, by the Team leader, who is to be appointed from among the Netherlands advisers.

2. The Indonesian Party shall appoint the Directorate General of Sea Communications of the Indonesian Ministry of Transport, Communications and Tourism as the Indonesian Executive Authority in charge of the implementation of the Project.

Article V

The Team leader

The Team leader shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution.

The Team leader shall act in close consultation with the Indonesian Executive Authority and respect the operation instructions given by the said Authority to the Indonesian personnel.

The Indonesian Executive Authority shall provide the Team leader with any information that may be considered necessary for the execution of the Project.

Article VI

Delegation

Each of the Executive Authorities named in Article IV shall be entitled to delegate on 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 of the extent of such delegation.

Article VII

The Schedule of Operations

1. The Executive Authorities shall establish by common consent a Schedule of Operations stating in detail the contribution of either Party, the number and duties of the Advisers, their job description, the duration of their stay abroad and a description of the equipment and materials to be made available.

The Schedule of Operations shall include budget of the contribution of either Party, an operations priority scheme, 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 by common consent between the Executive Authorities.

Article VIII

Status of the Netherlands personnel

The Netherlands Advisers to the Project shall enjoy the privileges and immunities described in Article 4 of the Agreement.

Article IX

Status of the Netherlands equipment and materials

1. The provisions of Article 5 of the Agreement shall be applicable to the importation and exportation of the Netherlands equipment and materials for the Project, with regard to the Indonesian regulations.

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

Article X

Reporting

The Team leader shall submit to both Executive Authorities a quarterly Report in the English language on the progress made in the execution of the Project.

On the termination of the Project the Team leader shall submit to all the Parties involved a final report in the English language on all the aspects of the work done in connection with the Project.

Article XI

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultation between the two 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 with retroactive effect from April 1st 1974, and shall expire either at the end of the period stated 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 the Arrangement and of the Schedule of Operations, whichever date is the later.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 28 juli 1975 te Jakarta tussen de wederzijdse bevoegde autoriteiten (te weten de Nederlandse Minister voor Ontwikkelingssamenwerking en de Minister van Vervoer, Verbindingen en Toerisme van Indonesië) een administratief akkoord tot stand gebracht inzake de samenwerking tot verbetering van de doelmatigheid van de baggerwerkzaamheden in Indonesië, van welk akkoord de materiële inhoud als volgt luidt:

Article I

The Project

1. The two Parties shall joint efforts in executing a project, to be known as "the State Dredging Enterprise Project", hereinafter to be called "the Project".

2. The purpose of the Project is to improve the efficiency of the dredging operations in Indonesia.

3. This purpose shall be pursued by:

a. establishing within the Directorate General of Sea Communications a selfsupporting agency to be named: "the State Dredging Enterprise";

b. establishing and making operational a Dredging Supervision Section and a Hydrographic Survey Section within the Directorate of Ports and Dredging of the abovementioned Directorate-General;

c. selecting and training personnel for management, management-assisting and field functions in the State Dredging Enterprise and the sections, mentioned in subparagraph b.

4. The aforesaid co-operation between the two Parties is planned to last twenty-seven months.

Article II

The Netherlands Contribution

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

- to make available a number of Netherlands advisers, including some consultants for short working visits to the Project;
- to take for its account the cost of board and lodging of these advisers/consultants and their families within Indonesia to supply four motor vehicles to be used by the Netherlands advisers for the purpose of the Project in accordance with the Indonesian Government's regulation with regard to the importation of motor vehicle;
- to take for its account the cost of:
international P and T services;
- to provide an operational fund to meet the expenses as described in the Schedule of Operations, mentioned in Article VII (maximum Dfl. 65.000,—) the purpose of this operational fund shall be determined by both Parties in common agreement.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 2.350.000,— (two million three hundred fifty thousand Dutch guilders).

Article III

The Indonesian Contribution

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

a. to provide office accommodations: including airconditioned space, furniture, stationary, equipment, reproduction and documentation services, domestic P & T services, water and electricity;

b. to provide clerical, secretarial, drafting, translation and support personnel;

c. to provide adequate and qualified personnel to work on a full-time basis in order to establish the State Dredging Enterprise und supporting sections with the assistance of the Netherlands advisers/consultants;

d. to take for its account the cost of travelling in Indonesia (air, train, boat, taxi's etc.) by the Netherlands advisers and counterpart staff;

e. to supply all available data relevant to the work;

f. to render some laboratory services for analyzing soil samples;

g. to supply operational vessels for work on rivers, in estuaries and on outer bars, with crew and with fuel etc., and suitable for work at night and during longer periods;

h. to take for its account the clearance, storage and freight within Indonesia of equipment, samples etc. related to the Project;

i. to take for its account the maintenance, repairs and running cost of the motor vehicles purchased by the Netherlands Party as mentioned in paragraph 1 of Article II;

j. to take for its account the expenses of construction and maintenance of scaffolds, beacons and other structures on the shores mudflats along the estuaries or rivers as needed by the Netherlands advisers;

k. to provide local training facilities and experts.

2. The costs of items a, b, c, f, g, h, i, and j of paragraph 1 are estimated at an amount of Rps. 15,000,000.—. The costs of item k of par. 1 are estimated at an amount of Rps. 15,000,000.—. Of the total amount of Rps. 30,000,000.— disbursement of Rps. 10,000,000.— shall be made from the budget year 1973–1974. The rest of the funds will become available in the next budget years.

3. 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.

4. The Indonesian Party shall allocate a revolving operational fund of Rps. 5,000,000.- in Indonesian currency, destined as working capital for purposes, described in the Schedule of Operations (par. 1.5. -IV-).

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 Jakarta, as far as the daily operations under the Project are concerned, by the Projectleader who is to be appointed from among the Netherlands advisers.

2. The Indonesian Party shall appoint the Director General of Sea Communications of the Indonesian Ministry of Transport, Communications and Tourism as the Indonesian Executive Authority in charge of the implementation of the Project.

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 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 V

The Netherlands Projectleader

1. One of the Netherlands advisers will be designated as Projectleader, either by the Netherlands Executive Authority or in case the execution of the Project is delegated to a third Party in accordance with the provisions of Article IV, paragraph 3, by said Party in consultation with the Netherlands Executive Authority.

2. The Projectleader 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 Projectleader and the Indonesian Authorities.

4. During his absence from Indonesia the Project-leader is entitled to appoint a Deputy Projectleader, whose responsibilities and duties are equal to those of the Projectleader.

5. The provisions of Article VI, paragraph 3 and 4 are also applicable to the duties and the position of the Projectleader.

Article VI

The Project Supervisor

1. The Netherlands Executive Authority will assign to the Project a Netherlands adviser, whose duty will be to supervise 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 Projectleader, 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 VII

The Schedule of Operations

1. The Executive Authorities have established in common agreement a "Schedule of Operations" indicating in detail the contributions 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 scheme of 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 IV of "the Agreement".

Article IX

Status of the Netherlands equipment and materials

1. The provisions of Article V 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 when co-operation between the two Parties on the Project has terminated.

Article X

Reporting

The Projectleader shall submit to the Indonesian Party in 25 copies and in the English language one Evaluation Report, two combined Evaluation and Progress Reports and a Final Report, itemized in the Schedule of Operations; in the evaluation report at the end of each of the stages, specified in the Schedule of Operations, the results of the activities shall be evaluated by the Netherlands Projectleader after consultation with the Indonesian Executive Authority in order to be able to adapt or even abandon the programme.

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 with retroactive effect from October

1973 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.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 28 juli 1975 te Jakarta tussen de wederzijdse bevoegde autoriteiten (te weten de Nederlandse Minister voor Ontwikkelingssamenwerking en de Minister van Vervoer, Verbindingen en Toerisme van Indonesië) een administratief akkoord tot stand gebracht inzake de samenwerking tot verbetering van het beheer van de P.N. Pelni, van welk akkoord de materiële inhoud als volgt luidt:

Article I

The Project

1. The two Parties shall jointly carry out a Project, to be known as "Management Advisory Team P. N. Pelni" hereinafter referred to as "the Project".

2. The purpose of the Project is to advise and assist the Management of Pelni in order to re-instate overall efficiency, to create a proper working climate for all participants in the Company with the ultimate aim of improving interisland sea communications.

3. This purpose shall be pursued in a way, indicated in the Schedule of Operations.

4. The aforesaid co-operation between the two Parties is provisionally planned to last two years, with the possibility to extend the co-operation.

Article II

The Netherlands contribution

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

- to make available a team of six Netherlands advisers;
- to take for its account the cost of board and lodging of these advisers and their families within Indonesia;
- to take for its account the travel expenses between the Netherlands and Indonesia of the Netherlands advisers and their families.

2. The value of the Netherlands contribution shall not exceed f 1.600.000,- (one million six hundred thousand Dutch guilders).

Article III

The Indonesian contribution

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

a. make available a number of executive staff members as Counterpart staff to the Netherlands team, each of them for his own field of responsibility as specified in the Schedule of Operations;

b. provide and take for its account the cost of suitable and fully furnished, airconditioned office space, including telephone, office supplies, lighting, cleaning services, copying facilities and adequate sanitation;

c. provide for and bear the cost of transportation (air, rail or road) of the Netherlands advisers within Indonesia and to neighbouring ports;

d. take for its account the cost of gas, oil, maintenance and repairs of the motor-vehicles provided by the Netherlands Party, for use within the scope of the Project;

e. make available drivers for the motor-vehicles, made available by the Netherlands Party.

2. The Indonesian Party shall provide sufficient and in 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 is estimated to the value of Rp. 30.000.000,-.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the International Technical Assistance Department of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project. The Netherlands Executive Authority shall be represented in Jakarta, as far as the daily operations 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 Directorate General of Sea Communications of the Indonesian Ministry of Transport, Communications and Tourism as the Indonesian Executive Authority in charge of the implementation of the Project.

Article V

The Team leader

The Team leader shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution. The Team leader shall act in close consultation with the Indonesian Executive Authority and respect the operation instructions given by the said Authority to the Indonesian personnel.

The Indonesian Executive Authority shall provide the Teamleader with any information that may be considered necessary for the execution of the Project.

Article VI

Delegation

Each of the Executive Authorities named in Article IV shall be entitled to delegate on 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 of the extent of such delegation.

Article VII

The Schedule of Operations

1. The Executive Authorities shall establish by common consent a Schedule of Operations stating in detail the contribution of either Party, the number and duties of the advisers, their job descriptions, the duration of their stay abroad and a description of the equipment and materials to be made available. The Schedule of Operations shall include a budget of the contribution of either Party, an operations priority scheme, 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 by common consent between the Executive Authorities.

Article VIII

Status of the Netherlands personnel

The Netherlands advisers to the Project shall enjoy the privileges and immunities described in Article IV of the Agreement.

Article IX

Status of the Netherlands equipment and materials

1. The provisions of Article V of the Agreement shall be applicable to the importation and exportation of the Netherlands equipment and materials for the Project, with regard to the Indonesian regulations.

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

Article X

Reporting

The Team leader shall submit to both Executive Authorities a quarterly Report in the English language on the progress made in the execution of the Project.

On the termination of the Project the Team leader shall submit to all the Parties involved a final report in the English language on all the aspects of the work done in connection with the Project.

Article XI

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultation between the two 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 with retroactive effect from April 1st, 1974 and shall expire either at the end of the period stated 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 the later.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 28 juli 1975 te Jakarta tussen de wederzijdse bevoegde autoriteiten (te weten de Nederlandse Minister voor Ontwikkelingssamenwerking en de Minister van Vervoer, Verbindingen en Toerisme van Indonesië) een administratief akkoord tot stand gebracht inzake de samenwerking betreffende een studie voor de ontwikkeling op lange termijn van de Indonesische vloot die de eilanden verbindt, 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: "Study on the Long Term Development Planning of the Indonesian Interisland Fleet", hereinafter to be called "the Project".

2. The purpose of the Project is to provide a comprehensive picture of the whole situation affecting the investment needs for and efficiency of Indonesian interisland shipping. The study is also to indicate where its results and recommendations deviate from those reported in other studies already completed or in progress. In addition, the exclusive responsibility of the study is to produce a programme for the development of an effective and economic network of Regular Liner Services (R.L.S.), related to a forecast of traffic movements, for the period 1974-1979 in detail and 1976-1990 in more general terms; preferred methods of organizing, operating and charging for the R.L.S. are to be proposed.

3. This purpose shall be pursued by providing the Government of Indonesia an all-comprehensive report with recommendations as to:

a. establishing a route structure of goods and passengers to be regularly served by interisland shipping (Regular Liner Services, RLS) including guidelines on the joint operation of the fleet (BOPBERPAN), and the frequency of service on these routes; taking account of the fact that shipping activities will also be carried out by vessels operating in the so-called local shipping;

b. the size of the interisland shipping fleet of vessels over 500 m³ required to meet the most likely traffic flows of goods and passengers over the period 1976-1990, showing the most efficient composition of this fleet with respect to size and types of vessels, economic and non-economic routes to be served, taking account of the need to eventually arrive at some form of standardization of the various types and sizes of vessels;

c. the investments needed to arrive at the above fleet, both for the procurement of new vessels and the rehabilitation of some existing vessels;

d. the investments for other maritime and marine works and facilities needed to accommodate both ocean and interisland shipping, such as radio and telephone communications, lighthouses and buoys, dredging works, roadsteads ports and port facilities, etc.; taking account of the fact that most of these needs have already been identified, and recommendations made for, by others;

e. investments for dockyards needed for the rehabilitation and maintenance of existing, and the construction of new vessels for the interisland fleet; taking account of the fact that such dockyards will also serve oceangoing vessels not participating in interisland shipping; and on the other hand taking into account that preferably, new interisland vessels will be constructed in Indonesian dockyards;

f. Government action on all measures which will improve the quality of service and the efficiency of interisland shipping, taking account of the Government's policy to create conditions under which interisland shipping is sufficiently profitable to make this business attractive for private enterprise. Such measures may relate to implementation of pricing and rate policies, taxation, registrations and licencing, support of servicing unprofitable routes, subscribing to international conventions, insurance, all activities related to shipping and port operations.

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 working visits to the Project;
- to take for its account travel expenses between the Netherlands and Indonesia of the Netherlands advisors/consultants and their families;
- to bear the cost of purchase of office inventory and one motor-vehicle in accordance with the Indonesian Government's regulation with regard to the importation of motor vehicle, and to take for its account the cost of 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 provide an operational fund in Indonesian currency to cover local expenses. The total value of the fund shall not exceed the equivalent of fl. 100.000,—. The purpose of this operational fund shall be determined by both Parties in common Agreement.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of fl. 1.850.000,— (one million eight hundred and fifty thousand Dutch guilders).

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 counterparts personnel to work with the Netherlands advisors and consultants, as itemized in the Schedule of Operations;

b. to provide and take for its account the cost of suitable and fully furnished, airconditioned office space, including telephone, office supplies, lighting, cleaning services, copying facilities and adequate sanitation;

c. to provide for and bear the cost of transportation (air, rail or road) of the Netherlands advisors within Indonesia and to neighbouring ports;

d. to take for its account the cost of clearance, storage, handling and transportation of office inventory and the other equipment for the experts' task from the Indonesian port of arrival up to the point of final destination in Indonesia;

e. to take for its account the cost of gas, oil, maintenance and repairs of the motor-vehicle provided by the Netherlands Party for use within the scope of the Project;

f. to provide and bear the cost of two motor-vehicles;

g. to make available three drivers, one of them for the motor-vehicle, made available by the Netherlands Party and the two others for the vehicles, mentioned above under para 1.f. of this Article;

h. to provide administrative, financial and legal advice to the extent needed for the Netherlands advisors/consultants for proper execution of their tasks;

i. to provide liaison and to insure that the Netherlands advisors/consultants obtain access to all information required for the successful completion of the study.

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

Article IV

The Executive Authorities

1. The Netherlands Party appoints the International Technical Assistance Department 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 Department of Transport, Communications & Tourism 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 to the Indonesian personnel. As far as the daily operations under the Project are concerned, the Project Manager will be assisted by the resident Project-leader who is to be appointed from among the Netherlands advisors.

Article VI

The Steering Committee

1. The Netherlands Executive Authority will appoint a Steering Committee whose duty will be the supervision of the implementation of the Netherlands contribution to the Project, both in Indonesia and in the Netherlands. The composition of this Committee will be described in the Schedule of Operations.

2. The Steering Committee shall advise and report to the Netherlands Executive Authority.

3. The Indonesian Party shall instruct the Indonesian Executive Authority to provide the Steering Committee or one or more of its members with any information that is deemed necessary for the efficient execution of its task.

Article VII

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 VIII

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, 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 IX

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 X

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 XI

Reporting

The Project Manager shall submit within the time limits indicated in the Schedule of Operations and on the subjects itemized therein an inception report, brief progress reports, an interim report on phase I, and a draft final report, all in the English language.

Within two months of the receipt of all comments on the draft final report, which comments should be submitted within three months, a final report in the same language on all aspects of the work done in connection with the Project will be submitted to all Parties involved.

Article XII

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 XIII

Entry into force and duration

This Administrative Arrangement shall enter into force on the date of signature by both Parties with retroactive effect from March 1st 1973 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 the Arrangement and of the "Schedule of Operations", whichever date is later.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 13 augustus 1975 te Jakarta tussen de wederzijdse bevoegde autoriteiten (te weten de Nederlandse Minister voor Ontwikkelings-samenwerking en de Minister van Arbeid, Transmigratie en Coöperatiewezen van Indonesië) een administratief akkoord tot stand gebracht inzake het Beroepsopleidingscentrum te Medan, 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 Medan Project", hereinafter to be called "the Project".
2. The purpose of the Project is to provide skilled manpower in the field of the basic industrial trades in the North Sumatra and surrounding areas.
3. This purpose shall be pursued by establishing a centre for vocational training in the basic industrial trades in Medan.
4. The aforesaid co-operation between the two Parties has been provisionally planned to last three years.

Article II

The Netherlands Contribution

1. As its contribution to the Project the Netherlands Party undertakes:
 - to make available a team of Netherlands advisers for an overseas assignment in Indonesia;
 - to supply equipment, drawings and other materials to the value of and not exceeding the amount of Dfl. 1.900.000,— (one million nine hundred thousand guilders);
 - to grant a number of fellowships to candidate members of the personnel of the Centre at Medan for study in the Netherlands;
 - to provide an operational fund up to a maximum of Dfl. 120.000,— (one hundred and twenty thousand guilders) during the implementation of the Project, to be spent in mutual agreement by the two Parties under the responsibility of the Netherlands Teamleader, mentioned in Article V of the present Arrangement;
 - to take for its account the expenses involved in overseas travelling of the Netherlands Advisers, 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 abovementioned Netherlands contribution shall not exceed the amount of Dfl. 3.300.000,— (three million three hundred thousand guilders).

Article III

The Indonesian Contribution

As its contribution to the Project the Indonesian Party undertakes:

- to make available qualified and sufficient staff;
- 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 as well as housing for the Netherlands Advisers 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 this Arrangement;
- to supply sufficient office-personnel, administrative personnel and labourers to serve within the scope of the Project;
- to provide the necessary budget to finance its contribution by mutual agreement.

Article IV

The Executive Authorities

The Indonesian Party appoints the Directorate for Vocational and Higher Skill Development (Direktorat Pembinaan Keakhlian dan Kejuruan) of the Indonesian Ministry of Manpower, Transmigration and Cooperatives as the Indonesian Executive Authority in charge of the Project.

As far as the day to day operations are concerned the above-mentioned Authority shall be represented by an Indonesian Project-leader, together with the Head of the Vocational Training Centre Medan.

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 a Teamleader to be appointed from among the Netherlands advisers.

Article V

The Teamleader

The Netherlands Teamleader shall act in close consultation with the Projectleader or the Head of the Vocational Training Centre

Medan who will provide him with any information that may be considered necessary for the execution of the Project according to the needs.

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 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 IV of the "Agreement".

Article IX

Status of the Netherlands equipment and materials

1. The provisions of Article V of "the Agreement" are applicable to the importation and exportation of the Netherlands equipment 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 cooperation between the two Parties on the Project.

Article X

Reporting

The Indonesian Projectleader shall in close cooperation with the Head of the Vocational Training Centre Medan and the Netherlands teamleader 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 Indonesian 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 come 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.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 28 augustus 1975 te Jakarta tussen de wederzijdse bevoegde autoriteiten (te weten de Nederlandse Minister voor Ontwikkelings-samenwerking en de Minister voor Industrie van Indonesië) een administratief akkoord tot stand gebracht inzake het Instituut voor Textiel Technologie, van welk akkoord de materiële inhoud als volgt luidt:

Article I

The Project

1. The two Parties shall jointly carry out a project to be known as "Institute for Textile Technology" hereinafter to be called "the Project".

2. The purpose of the Project is to upgrade the level of the Institute for Textile Technology (I.T.T.) with regard to its consulting-services to textile-mills, - to promote the efficiency of processing, - to reduce the cost of production and improve the quality of products.

3. This purpose shall be pursued by:

- a. setting up a team of experts within the I.T.T. Bandung;
- b. training of this team and of the other Indonesian technicians in the Netherlands;
- c. accompanying of the Indonesian experts-team in Indonesia by Netherlands experts;
- d. updating the equipment of I.T.T. necessary to carry out its tasks;
- e. updating the I.T.T. library.

4. The aforesaid cooperation between the two Parties is planned to last 4 years.

Article II

The Netherlands contribution

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

- to make available a team of Netherlands advisers for short visits to Indonesia;
- to supply materials and equipment, literature and books;
- to grant a number of fellowships to staff members of I.T.T.;
- to provide backstopping services during the implementation of the Project;
- to take for its account the expenses involved in overseas travelling and lodging of the Netherlands advisers, 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 value of the Netherlands contribution shall not exceed the amount of Dfl. 600.000,- (six hundred thousand Dutch guilders).

Article III

The Indonesian contribution

1. As its contribution to the Project the Indonesian Party undertakes:
 - to make available a number of qualified Indonesian staff-members as indicated in the Schedule of Operations;
 - to make available adequate and well-equipped and furnished office space to the Netherlands advisers;
 - to arrange and bear the costs of unloading, customs, clearance, storage, inland-transportation, installation and maintenance of the equipment and materials mentioned in Article II, paragraph 1 of this Arrangement;
 - to make available sufficient office-personnel, administrative personnel and labourers to work within the scope of the Project;
 - to supply and bear the costs of appropriate local transportation for the Netherlands advisers;
 - to provide sufficiently and in time the necessary funds to finance its contribution.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the International Technical Assistance Department 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 Textile Industry of the Indonesian Ministry of Industry as the Indonesian Executive Authority in charge of the implementation of the Project.

Article V

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 VI

Schedule of Operations

1. The Executive Authorities shall establish by common consent a "Schedule of Operations" stating in detail the contribution of either Party, the number and duties of the advisers, their job description, the duration of their stay abroad and a description of the equipment and materials to be made available.

The "Schedule of Operations" shall include an itemized budget of the contribution of either Party, an operations priority scheme, 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 by common consent between the Executive Authorities.

Article VII

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 VIII

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 when the cooperation between the two Parties on the Project has terminated.

Article IX

Reporting

The Netherlands Teamleader, to be appointed by the Netherlands Executive Authority from among the Netherlands advisers shall submit to both Executive Authorities a quarterly "Report" in the English language on the progress made on the execution of the Project.

At the termination of the Project the Teamleader shall submit to all parties involved a final report in the English language on all aspects of the work done in connection with the Project.

Article X

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 XI

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 stated 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 the later.

Uitgegeven de vierentwintigste november 1975.

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

INHOUDSOPGAVE

	Blz.
A. TITEL	1
B. TEKST	1
C. VERTALING	1
D. PARLEMENT	1
G. INWERKINGTREDING	1
J. GEGEVENS	1
Administratief akkoord inzake de verbetering van het be- heer van de Jakarta Lloyd	2
Administratief akkoord inzake de samenwerking tot ver- betering van de doelmatigheid van de baggerwerkzaam- heden in Indonesië	5
Administratief akkoord inzake de samenwerking tot verbe- tering van het beheer van de P. N. Pelni	11
Administratief akkoord inzake de samenwerking betreffende een studie voor de ontwikkeling op lange termijn van de In- donesische vloot die de eilanden verbindt	15
Administratief akkoord inzake het Beroepsopleidingscen- trum te Medan	20
Administratief akkoord inzake het Instituut voor Textiel Technologie	24
