

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1976 Nr. 67

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, *Trb.* 1974, 82 en *Trb.* 1975, 127.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 20 oktober 1975 te Jakarta tussen de wederzijdse bevoegde autoriteiten (te weten de Nederlandse Minister voor Ontwikkelingssamenwerking en de Minister van Openbare Werken en Electricische Energievoorziening van Indonesië) een administratief akkoord tot stand gebracht inzake een cartografisch centrum van het Ministerie

van Openbare Werken en Electriche Energievoorziening, 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 "Mapping Centre of the Ministry of Public Works and Power" LTA-7b hereinafter referred to as "the Project".

2. The purpose of the Project is to improve the capability and capacity of the mapping potential of the Ministry of Public Works and Power by the establishment of a Mapping Centre within that Ministry.

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 five 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 for assignment in Indonesia as well as some advisers for short visits to Indonesia;

b. to supply equipment and materials as itemized in the Schedule of Operations (and the Terms of Reference) and to take for its account the costs of transportation and insurance thereof to the Indonesian port of destination;

c. to grant a number of fellowships as well as training facilities for Indonesian operators.

2. The value of the Netherlands contribution shall not exceed Dfl. 2,000,000 (two million Dutch guilders).

Article III

The Indonesian contribution

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

a. to make available fully qualified and sufficient counterpart staff as indicated in the Schedule of Operations;

b. to provide a building, required for the housing of the Mapping Centre and to take for its account all the running costs thereof for the duration of the Project;

c. to take for its account the cost of unloading, custom-clearance and inland-transportation of the equipment and materials made available by the Netherlands Party;

d. to bear the costs of inland transportation of the Netherlands advisers.

2. The value of the Indonesian contribution is estimated at Rp. 348.000.000,- (three hundred forty-eight million Rupiah).

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 Secretariat General of the Ministry of Public Works and Power 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 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 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 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.

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 bimonthly 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 in 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 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 20 oktober 1975 te Jakarta tussen de wederzijdse bevoegde autoriteiten (te weten de Nederlandse Minister voor Ontwikkelingssamenwerking en de Minister van Openbare Werken en Electricische Energievoorziening van Indonesië) een administratief akkoord tot stand gebracht inzake een studie betreffende het afwenden van overstromingen van de Serangrivier en de verbetering van de drainage van de Juana vallei en het Welahangebied, 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 "Feasibility Study on the Serang River Flood Diversion and the improvement of the drainage in the Juana Valley and the Welahan Area" hereinafter referred to as "the Project".

2. The purpose of the Project is to study and evaluate the possibilities to evacuate the floods of the Lower Serang and the

consequences on the overall water management in the Coastal Plain with the objective to minimize the risk of flooding of the Glapan Sedadi Irrigation Area (40.000 ha) and to improve the situation in the Juana Valley and in the Welahan Area.

3. This purpose shall be pursued by:

- collecting more data in detail on topography, discharges, sediment transport etc. in the Lusi and Serang Rivers;
- evaluating the obtained data;
- executing modeltests in a hydraulic laboratory in order to establish the hydraulically most feasible diversion structure;
- setting up a mathematical model for the calculation of flood propagation in the river system;
- executing topographical surveys as well as soil, mechanical sub-soil and laboratory investigations;
- preparing contour maps with contour lines at intervals of 0,50 m. of the western part of the Juana Valley (30.000 ha.) and the Welahan Area (3.500 ha.);
- carrying out a socio-agro-economic survey in the western part of the Juana Valley in order to study the consequences of the proposed drainage improvement works.

4. The aforesaid cooperation between the two Parties is planned to last 19 months.

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 70 man-months;

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 Semarang;

c. to supply equipment for field investigations and office work, to be used by the Netherlands advisers, to a total value not exceeding f 104.000,- which amount includes:

- the total cost of transportation from the manufacturer to the (air) port of Jakarta;
- the costs in the Netherlands incurred in packing, checking and shipping;
- the 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 motor-vehicles, to be used by the Netherlands advisers, up to a maximum of f 50.000,-;

e. to grant a fellowship to a maximum of f 15.000,- to an Indonesian engineer for jobsite training in his professional field in the Netherlands;

f. to take for its account the modeltest to be carried out at the DPMA laboratory in Bandung as well as the computation on the mathematical model which will be carried out at the Hydraulics Laboratory in Delft, up to a maximum of f 150.000,-.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of D.fl 1.940.000,- (One million and nine hundred and forty thousand Dutch Guilders) allocated out of the funds available for technical assistance to Indonesia for the year 1974 and 1975.

Article III

The Indonesian contribution

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

a. to provide sufficient and qualified counterpart personnel to work on a full-time basis and in close cooperation with the Netherlands advisers;

b. to provide and take for its account the cost of suitable and fully furnished airconditioned 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 four drivers for the motor-vehicles mentioned in article II, paragraph 1 sub d;

d. to take for its account the cost for official use of gasoil, maintenance and repairs of the motor-vehicles provided by the Netherlands Party as foreseen in article II, paragraph 1 sub d of this Arrangement, according to the existing regulation in the Ministry of Public Works and Electric Power;

e. the clearance, storage, handling and transportation of the equipment and motor-vehicles from the Indonesian port of arrival up to the point of final destination in Indonesia as mentioned in article II, paragraph 1 sub c;

f. to provide all available data relevant to the Project and, if necessary laboratory services for analysing soil and water samples.

2. The total value of the Indonesian contribution as mentioned hereabove has been estimated to the value of Rp. 250.000.000,- (Two hundred and fifty million rupiahs).

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 Indonesia 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 Water Resources Development of the Indonesian Ministry of Public Works and Electric Power as the Indonesian Executive Authority in charge of the implementation of the Project.

Article V

The Teamleader

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

The Teamleader shall act in close consultation with the Indonesian Executive Authority and respect the operational 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 of 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 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 Administration 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.

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

On the termination of the Project the Teamleader shall submit to all 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 consultations 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 retro-active effect as from June 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 30 maart 1976 te Jakarta tussen de wederzijdse bevoegde autoriteiten (te weten de Nederlandse Minister voor Ontwikkelingssamenwerking en de Minister van Openbare Werken en Electricische Energievoorziening van Indonesië) een administratief akkoord tot stand gebracht inzake de watervoorziening te Palembang, 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 "the Palembang Water Supply Project GTA-22", hereinafter referred to as "the Project".
2. The purpose of the Project is to assist in an improvement of the water supply system of the City of Palembang.
3. This purpose shall be pursued by:
 - a. a review of the longterm development program as prepared in 1972;
 - b. a detailed design of a new plant;
 - c. a detailed design of the transport means and distribution system in the city;
 - d. a detailed design of other work as may follow from the review of the longterm development program;
 - e. the preparation of tender documents;
 - f. the execution of a leak-detection program;

- g. the training of counterparts;
 - h. the supervision of construction on the crash program.
4. The aforesaid cooperation 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 advisers for an assignment in Indonesia;
- to make available a number of consultants for short visits to Indonesia;
- to provide a number of fellowships for Indonesian trainees;
- to provide equipment (including motorvehicles) and materials to be used for the purpose of the Project and to take for its account the costs of transportation and insurance thereof to the Indonesian port of destination.

2. The value of the Netherlands contribution with respect to the technical assistance component to this Project shall not exceed Dfl. 2,700,000 (two million seven hundred thousand Dutch guilders).

It is understood that for the improvement of the Palembang Water System an amount of Dfl. 20.300.000,- has been allocated out of loan-funds made available by the Netherlands Government.

Article III

The Indonesian contribution

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

- to make available sufficient and qualified counterpart staff as well as local staff (technical and non-technical) and labour (skilled and unskilled);
- to provide fully furnished and equipped office accommodation in Palembang, and all secretarial and office facilities i.a. telephone, photocopying and reproducing facilities;
- to provide the Netherlands team of all relevant data, reports, records, maps and other information, necessary for the implementation of the Project;
- to arrange and take for its account the clearance, storage, inland transportation and insurance of the equipment, made available by the Netherlands Party;

- to bear the costs of travelling within Indonesia of the Netherlands team members, and the running and maintenance costs of the vehicles;
- to bear the costs of soil mechanical investigations and chemical and bacteriological analyses of water and soil samples;
- to bear the office costs of the Netherlands team in Indonesia, including telephone, cable, post, local maps and accountants fees.

2. The value of the Indonesian contribution is estimated at Rp. 85.000.000,- (eightyfive million rupiahs).

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 of Sanitary Engineering of the Indonesian Ministry of Public Works and Electric Power as the Indonesian Executive Authority in charge of the implementation of the Project.

Article V

The teamleader

The teamleader shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution. The teamleader shall act in close consultation with the Indonesian Executive Authority and respect the operational 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.

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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 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 VIII

Status of the Netherlands personnel

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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.

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 X

Reporting

The teamleader shall submit to both Executive Authorities quarterly reports in the English language on the progress made in the execution of the Project.

On the termination of the Project the teamleader 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 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 tiende juni 1976.

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 een cartografisch centrum van het Ministerie van Openbare Werken en Electriche Energievoorziening	2
Administratief akkoord inzake een studie betreffende het af- wenden van overstromingen van de Serangrivier en de verbe- tering van de drainage van de Juana vallei en het Welahan- gebied	5
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