

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1981 Nr. 119

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

Zie *Trb.* 1965, 35.

De in rubriek J hieronder vermelde administratieve akkoorden behoeven ingevolge artikel 62, eerste lid, letter b, van de Grondwet niet de goedkeuring van de Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1965, 35.

J. GEGEVENS

Zie laatstelijk *Trb.* 1980, 79.

In overeenstemming met artikel 60, tweede lid, van de Grondwet zijn het op 16 januari 1979 te Jakarta tot stand gekomen administratief akkoord inzake hulpverlening aan de Syiah Kuala Universiteit in Banda Aceh en het op 6 maart 1979 te Jakarta tot stand gekomen administratief akkoord inzake een programma van samenwerking tussen de Land-

bouwhogeschool te Wageningen, de Rijksuniversiteit te Utrecht en de Vrije Universiteit te Amsterdam, enerzijds, en de Gadjah Mada Universiteit te Jokjakarta, anderzijds, (teksten in rubriek J van *Trb.* 1980, 79) medegeedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal bij brieven van 17 juli 1980.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is te Jakarta bij briefwisseling van 3 december 1979 en 3 mei 1980 tussen de wederzijdse bevoegde autoriteiten een administratief akkoord tot stand gebracht inzake samenwerking tussen de Landbouwhogeschool in Wageningen en de Brawijaya Universiteit in Malang. De tekst van de brieven luidt als volgt:

Nr. I

Jakarta, December 3, 1979

No. 17236

Subject: Cooperative relationship between the Brawijaya University and the Agricultural University of Wageningen

Your Excellency,

I have the honour to inform you that the Cooperative Relationship between the Brawijaya University in Malang and the Agricultural University of Wageningen (hereafter called "the project") has been approved by the Netherlands Minister for Development Cooperation.

The outlines of the Project as well as the respective contributions are laid down in the Letter of Intent¹⁾ (May 1979) entered into by the aforesaid universities.

Above-mentioned Letter of Intent includes a description of the activities covered by the Project during the coming three years. The contents of the Letter of Intent including its Plan of Operation has the approval of the Sekretariat Negara (No. 6615/Set. Kab/LN/P/10/1979).

The Netherlands personnel to the Project shall enjoy the privileges, immunities and facilities described in Article 4 of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the Republic of Indonesia of April 3, 1964.

The provisions of Article 5 of the said Agreement shall be applicable to the importation and the exportation of the Netherlands equipment and the materials for the Project.

If the foregoing is acceptable to you, I have the honour to propose

¹⁾ Voor de tekst zie blz. 3.

that this letter and your Excellency's reply concurring therein shall constitute an Administrative Arrangement within the terms of aforesaid Agreement, which shall enter into force on the date of your Excellency's reply and shall expire on the date on which the Project has been completed in conformity with the Project documents.

Please accept, Excellency, the assurances of my highest consideration.

(sd.) P. A. E. RENARDEL DE LAVALETTE

P. A. E. Renardel de Lavalette
Ambassador

His Excellency
Dr. Daoed Joesoef
Minister of Education and Culture
Jl. Jenderal Sudirman - Senayan
Jakarta

Letter of Intent for an Agreement for Cooperation

Letter of Intent for a long-term multilateral Cooperative Relationship (samenwerkingsovereenkomst) between the Universitas Brawijaya (Unibraw) in Malang and the Agricultural University of Wageningen (LHW), to be implemented within the Programme for University Projects of Development Cooperation (PUO) of the Netherlands University Foundation for International Cooperation (NUFFIC).

1. Background information

Based on a, since 1976 existing, bilateral project on crop production and plant protection (LHW 14) the Universitas Brawijaya requested LHW to assist with the upgrading of staff in animal husbandry and soil science. From January 1st onwards all PUO activities have to be organized in long-term interuniversity cooperation links. The LHW submitted in 1977 a proposal to the NUFFIC to start a cooperative link with the Unibraw. In December 1977 LHW obtained information from the NUFFIC that the Netherlands Minister for Development Cooperation had decided that such a relationship could be established and that funds had been earmarked to cover the cost of the Programme of Cooperation.

Because of the limitation of the amount available, the Agreement for Cooperation is at present confined to only one Dutch University, the Agricultural University of Wageningen. The agreement however is

worded in such a way that in the future more Dutch partners can be added. The bilateral link therefore can be broadened to a multilateral one. New partners will have to cosign the Agreement for Cooperation between Unibraw and LHW.

More background information can be found in the attached "plans extending over a number of years" (meerjarenplannen)¹⁾.

2. Aims and objectives

In accordance with the NUFFIC Programme for University Projects of Development Cooperation (PUO) the aim of the Cooperative link is to strengthen the Universitas Brawijaya and (in conjunction with other related Indonesian universities) the higher education system in Indonesia in general, focusing on its contribution to development and self-reliance in society, with special attention for the deprived and poorest sections of the Indonesian people. The aim of self-reliance, as applied to Unibraw itself, means that upgrading of Unibraw-staff in the field of education and research will have a high priority.

The main instrument lies in the provision of Dutch university staff to the Universitas Brawijaya. It will be possible to send Unibraw-staff to the Netherlands and other countries for upgrading courses for periods from three to twelve months. If necessary for the Programme of Cooperation equipment can be purchased from Dutch Government funds, in addition to Unibraw's own material contribution.

In the long run the Cooperative Link envisages a gradual withdrawal and phasing out of the Dutch upgrading contribution, leaving behind a well trained and equipped Indonesian staff.

Unibraw will make the necessary arrangements for its staffmembers to participate in the Programme of Cooperation. Each project plan of operations will specify the contribution of all partners to the implementation of the project.

Clear arrangements will be made for the selection procedure of the Dutch staff to be sent to Indonesia and of the Unibraw staff to be upgraded in the programme.

If need arises the possibility of undertaking such additional activities as mentioned in the PUO-regulations (appendix A)¹⁾ can be explored in joint consultation.

The first phase (three years) of the Programme of Cooperation will cover the following projects:

- Development of education in animal husbandry at the Faculty of Animal Husbandry and Fisheries of the Universitas Brawijaya.
- Development of education in soil science at the Faculty of Agriculture of the Universitas Brawijaya.

¹⁾ Niet afgedrukt.

3. Programme implementation

a. General

The partner universities Unibraw and LHW, undertake to execute the Programme of Cooperation in compliance with the aims, rules and regulations that apply, firstly at governmental level, secondly for the PUO-programme for university projects of development cooperation (see appendix A) and thirdly as agreed upon in the detailed plans of operation for each project.

Any commitments made in the signed plans of operation for specific activities will be binding; changes therein can only be made in mutual agreement.

In general the activities included in the Programme of Cooperation will be executed in project form. A project is a clearly defined and limited programme of activities in terms of aims, partners, means and duration, as specified in a plan of operations, signed by or on behalf of the cooperating (sub)faculties or institutes.

In case of a negative evaluation of specific activities, plans for a phased termination of the activities concerned will be drawn up in mutual consultation.

Project equipment and materials are Dutch Government property and will become the property of Unibraw upon termination of the Cooperative Relationship.

b. Financing

Two main components can be distinguished in the financing of the cooperation.

A. Dutch component consisting of

1. Funds from the Dutch government (1,7 million Dutch guilders for the first three years).

2. Salaries of LHW staff during short visits and backstopping.

B. An Indonesian component, mainly consisting of the provision of staff and workroom-, classroom-, and laboratory-facilities.

c. Organization

Both at Indonesian and Dutch side an organization will be set up, allowing for a partnership structure through which counterparts at the various levels can consult each other.

The Agricultural University of Wageningen will function as central address for coordination, communication and financial administration for all Dutch partner(s) and authorities concerned. The LHW in close consultation of Unibraw, will prepare and organize the necessary

meetings, draft proposals and write the letters necessary for the progress of the programme.

The Dutch partner(s) will establish a Steering Committee. In this Committee the representatives of the Executive Boards of the Dutch partner institutions will be the only authorities to make any commitment for their institutions under this Cooperative Relationship.

Decisions on general policy matters, on supervision and on coordination of the Programme of Cooperation will be taken in mutual consultation between LHW (or Steering Committee) Unibraw and NUFFIC.

At project level project supervisors are responsible for the execution of the activities as described in the plan of operation of the projects. Project supervisors are held to ensure that they are adequately authorized by their (sub)faculty or institute.

Each project can have a project committee on both Indonesian and Dutch side.

d. Progress reports and evaluation

To get a good idea about the progress of the projects it will be necessary to produce every half year a written progress-report in the language in which the cooperating partners normally communicate. The reports shall be signed by the cooperating partners and presented to NUFFIC by the Dutch partners in charge of administering the cooperation.

By the end of each three year period an overall evaluation may be held at the request of either the sponsoring agencies or of the partners. If the evaluation leads to negative conclusions about specific activities, plans for a phased termination of the activities concerned will be drawn up in mutual consultation between the partners and NUFFIC.

e. Settlement of conflicts

Certain matters may appear not to have been sufficiently covered by this arrangement or may lead to differences of opinion or disputes. In the first instance these should be solved between the direct partners (project supervisors) cooperating within a specific project. If no settlement can be reached at this level the matter will be taken up at institutional level in a consultation between the Dutch (Steering Committee) and the Indonesian partners. If this does not lead to a satisfactory solution, NUFFIC should be informed and take up the matter. If no settlement can be reached along these lines the appropriate Indonesian and Dutch governmental authorities will have to take the ultimate decision.

The partners in the Programme of Cooperation undertake to notify each other of any problems that may occur with regard to activities of

staff which may endanger the good relationship. Appropriate action should then be taken in mutual consultation.

4. Starting and ending of the agreement

This Letter of Intent establishes a formal basis for a long-term Cooperative Relationship and for the implementation of the two projects that have been proposed for the first phase (three years). As soon as the Dutch and Indonesian partners will have obtained the approval of their respective governments on this Letter of Intent and the legal representatives of the here below-mentioned institutions will have signed this Letter, the Cooperative Relationship will be a fact. This Cooperative Relationship derives its content from the projects mentioned under paragraph two of this letter. The agreement of cooperation will not end before the partners and the NUFFIC in mutual consultation will have completed the last project ever started under this Cooperative Relationship.

Nr. II

Jakarta May 3, 1980

No.: 24852/MPK/80

Subject: Co-operative relationship between the Brawijaya University and the Agricultural University of Wageningen.

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's letter No. 17236, dated December 3, 1979 and would like to confirm hereby our approval of the proposed co-operation between the Brawijaya University and the Agricultural University of Wageningen as described in the Letter of Intent signed by the two universities and the Plan of Operation attached to Your Excellency's letter.

I also have pleasure to inform Your Excellency that the provisions in articles 4 and 5 of the Agreement on Technical Co-operation between the Kingdom of the Netherlands and the Republic of Indonesia of April 3, 1964, shall be applicable to the Netherlands personnel as well as to the importation and exportation of Dutch equipment and all other materials for the Project.

This letter together with Your Excellency's letter of December 3, 1979 shall be regarded as constituting an Administrative Arrangement within

the terms of the aforesaid agreement, which will enter into force on the date of this letter and shall expire on the date when the Project is completed in conformity with the Project documents.

Please accept, Excellency, the assurances of my highest consideration.

(sd.) DAOED JOESOEF
Daoed Joesoef
Minister of Education and
Culture

His Excellency
P. A. E. Renardel de Lavalette
Ambassador of the Kingdom of The Netherlands
Jl. Kebon Sirih 18
Jakarta

Het administratief akkoord is op 3 mei 1980 in werking getreden.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 9 februari 1981 te Jakarta tussen de wederzijdse bevoegde autoriteiten een administratief akkoord tot stand gekomen inzake samenwerking bij op praktische maatregelen gericht onderzoek betreffende de informele sector.

De tekst van het administratief akkoord luidt als volgt:

Administrative Arrangement on cooperation in action-oriented research concerning informal sector

The Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for the purpose of this administrative Arrangement, represented in this matter by the Ambassador Extraordinary and Plenipotentiary of the Kingdom of the Netherlands in Jakarta, here in after to be referred to as "The Netherlands Party".

and

The Indonesian Minister of State for Development Supervision and the Environment being the competent Indonesian Authority for the purpose of the Administrative Arrangement, here in after to be referred to as "the Indonesian Party".

Having decided to cooperate in the establishment of action-oriented research concerning informal sector.

Having regarded the provisions of article 3 of the Agreement concerning Technical Cooperation between the Kingdom of the Netherlands and the Republic of Indonesia signed at The Hague on April 3, 1964 here in after to be referred to as "the Agreement".

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall take concerted efforts in executing a project, to be known as "Action-Oriented Research Informal Sector", herein after to be called "the Project".

2. a. The overall purpose is to improve the quality of the environment through an increase of the standard of living and the creation of job opportunities for the economic weakest groups in urban and semi-urban Kampongs such in relation to the *Kampung Improvement Programme* of the Indonesian Government for Repelita III.

b. Within the framework of sub a, the project will be directed in the first place on action-research with respect to improving work-conditions and increasing job-opportunities in the sectors Construction, Transport and Services in the so-called Informal Sector.

c. The project will be legally based in Jakarta. Proposed pilot projects may be tested and executed however in Bandung Raya as well as in other city-kampongs, e.g. in the Botabek-Cirebon area, where both Parties are executing the *Kampung Improvement Programme* Botabek-Cirebon.

3. The purpose shall be pursued by:

a. Drafting of research designs for action-oriented research in the informal sector on the basis of a survey and study of existing documentation, already executed research (UNEP, UNICEF), recommendations of the Indonesian Steering Committee, PSLH-ITB (the Centre for Environmental Studies of the Bandung Institute of Technology), and the ISS (Institute of Social Studies).

b. The research designs, specifying the methods for project identification, will be submitted to the Indonesian Steering Committee and the ISS for approval.

c. The action-oriented research aimed at identification of action and project opportunities. These approvals may be tested as pilot projects in the project area and other areas (Botabek-Cirebon) to assess the viability and feasibility.

d. The pilot projects will be evaluated, in consultation with the

parties concerned, during and after the execution; this may result in identified projects.

e. The Indonesian Steering Committee, PSLH-ITB and the ISS will be kept informed by means of quarterly reports, interim reports, project-proposals, recommendations and if so desired, by oral explanations;

f. It is the intention that the proposals will mainly deal with small scale activities, directed on utilization of appropriate technology, cooperative action and the like.

4. The aforesaid cooperation between the two Parties is planned to last 2 years.

Article II

The Netherlands contribution

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

a. to make available the following experts:

– a project director

– 2 long term experts

– short missions for specific technical advice in the case of technical proposals.

b. to provide funds to assign local staff (a.o. interviewers).

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of fl 2.200.000,-.

Article III

The Indonesian contribution

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

a. to make available a qualified counterpart-team

b. to provide adequate office space for the Project.

Article IV

The Executive Authority

1. The Indonesian Party shall appoint the Assistant Minister of the

Minister of State for Development Supervision and the Environment as the Indonesian Executive Authority in charge of the Project.

2. The Netherlands Party shall appoint the Director General for International Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Netherlands contribution to the Project.

Article V

Delegation

Each of the Executive Authorities, mentioned in Articles 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 delegate and to what extent delegations are made.

Article VI

The Project director

The Netherlands Project Director shall perform under the guidance of the ISS in close consultation with the Indonesian counterpart, the Steering Committee and the Office of the Minister of State for DSE and will provide the latter with any information that may be considered necessary for the execution of the Project.

Article VII

Plan of Operations

1. The objectives of the project output expected, research designs including a priority scheme of activities, a time table, detail contributions of both Parties, number and duties of the expatriate advisors and their Indonesian counterparts, the job-descriptions of the advisors and the duration of their terms shall be established by both Parties, in a document entitled "Plan of Operations" and which shall form an integral part of this Administrative Arrangement.

2. The Plan of Operations may be amended in common agreement between both Parties.

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 of the Netherlands equipment and materials under 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

The project-director shall submit a quarterly "Report" in the English and/or Indonesian language on the progress made on the execution of the Project to both Executive Authorities. At the termination of the Project the Project-director shall submit a final report of the work done in connection with the Project to all Parties involved.

The preparation of the reports shall be done in full cooperation with the Indonesian Counterpart.

Article XI

Settlement of dispute

Any dispute concerning the interpretation or implementation of the Administrative Arrangement which cannot be settled in consultation between both Parties shall be referred to the respective Government 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.

DONE in duplicate in the English language in Jakarta on 9th February, 1981, both copies being equally authentic.

*For the Netherlands Minister
of Development Cooperation,*

(sd.) L. H. J. B. VAN GORKOM

Ambassador Extraordinary
and Plenipotentiary in Jakarta

*The Indonesian Minister of
State for Development Supervision
and the Environment,*

(sd.) E. SALIM

Emil Salim

Het administratief akkoord is op 9 februari 1981 in werking getreden.

Uitgegeven de *negenentwintigste* mei 1981.

De Minister van Buitenlandse Zaken,
C. A. VAN DER KLAAUW