

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1986 Nr. 26

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A. TITEL

*Overeenkomst inzake technische samenwerking tussen het Koninkrijk der Nederlanden en de Republiek Indonesië; 's-Gravenhage, 3 april 1964*

B. TEKST

De tekst van de Overeenkomst is geplaatst in *Trb.* 1964, 43.

C. VERTALINGEN

Zie *Trb.* 1964, 43.

D. PARLEMENT

Zie *Trb.* 1965, 35.

De in rubriek J hieronder vermelde administratieve akkoorden behoefden ingevolge additioneel artikel XXI, eerste lid, onderdeel b, van de Grondwet, juncto artikel 62, eerste lid, onderdeel b, van de Grondwet naar de tekst van 1972, niet de goedkeuring van de Staten-Generaal alvorens in werking te kunnen treden.

G. INWERKINGTREDING

Zie *Trb.* 1965, 35.

J. GEGEVENS

Zie laatstelijk *Trb.* 1984, 35.

In overeenstemming met artikel 60, tweede lid, van de Grondwet is het op 10 februari 1982 te Jakarta tot stand gekomen administratief akkoord inzake het windtunnelproject TTA-79 in Serpong op West-Java

(tekst in rubr. J. van *Trb.* 1984, 35) medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal bij brieven van 10 mei 1984.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 5 februari 1985 te Jakarta tussen de wederzijdse bevoegde autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende de instelling van opleidingsmogelijkheden en cursussen in het inventariseren van het bosbestand en de interpretatie van luchtfoto's. De tekst van het administratief akkoord luidt als volgt:

### **Administrative Arrangement**

The Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Jakarta, Mr. F. van Dongen,

and

the Indonesian Minister of Forestry, Mr. Soedjarwo, being the competent Indonesian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Indonesian Party",

Having decided to cooperate in a project to establish training facilities and training courses for Indonesian forest officers,

Having regard to 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 3 April, 1964, hereinafter referred to as "the Agreement",

Have agreed as follows:

#### Article I

##### *The Project*

1. The two Parties shall jointly carry out a project to be known as "Project on Establishment of Training Facilities and Training Courses in Forest Survey and Aerial Photo-Interpretation", hereinafter referred to as "the Project".

2. The purpose of the Project is to establish in Indonesia complete training facilities and training courses for Indonesian forest officers in forest survey, aerial photo-interpretation, and aspects of other remote sensing techniques.

3. This purpose shall be pursued by the provision of:  
a. Buildings;

- b. Equipment;
- c. Staff and personnel for training.

4. The aforesaid cooperation between the two Parties is planned to last 4 years until 1st January 1985 with respect to the course programme in Indonesia, and until the fellowships programme in the Netherlands has been finished.

## Article II

### *The Netherlands Contribution*

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

- to supply equipment and instruments, to a maximum amount of Nf. 650.000,-, to be specified in the "Plan of Operations", mentioned in Article VIII of this Arrangement;

- to make available a Netherlands forestry staff for an overseas assignment in Indonesia not exceeding 45 man-months in total, their number and duties as well as the duration of their stay in Indonesia to be described in the "Plan of Operations";

- to bear the expenses of overseas travelling by the Netherlands staff, of the overseas transportation of the equipment and instruments and of the insurance of its transportation to its destination;

- to grant fellowships to Indonesian forest officers for study in the Netherlands, their number and the duration of their stay in the Netherlands to be indicated in the "Plan of Operations".

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Nf. 2.700.000,-.

## Article III

### *The Indonesian Contribution*

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

- to make available qualified and sufficient counterpart staff (professional, administrative and service);

- to provide buildings required for the implementation of the Project;

- to make available equipped and furnished office space to the Netherlands staff;

- to provide the following facilities to this staff:

- suitable and furnished lodging and suitable accommodation during field work in accordance with the prevailing Government standard, a vehicle with driver for official local transportation;

- to bear the cost of unloading, customs clearance, inland transportation and installation if necessary of equipment and instruments mentioned in Article II, paragraph 1 of this Arrangement;

- to make available equipment and instruments other than provided by the Netherlands Government, as well as maps and aerial photographs.

2. The value of the Indonesian contribution is estimated at Rp. 600.000.000,-.

#### Article IV

##### *The Executive Authorities*

1. The Netherlands Party appoints the Directorate General for International Development Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the implementation of the Project.

2. The Indonesian Party shall appoint the Agency for Forest Inventarisation and Forest Land Use Planning of the Indonesian Ministry of Forestry as the Indonesian Executive Authority in charge of the implementation of the Project and responsible for the project coordination.

3. The above mentioned Netherlands Executive Authority shall be represented in Indonesia, as far as the day to day operations under the Project are concerned, by the Netherlands Teamleader.

#### 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

##### *The Project Manager*

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

## Article VII

*The Teamleader*

The Netherlands Teamleader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Teamleader shall act in close consultation with the Indonesian Project Manager and Executive Authority and respect the operational instructions given by the said Manager and Authority to the Indonesian personnel.

## Article VIII

*The Plan of Operations*

1. The Executive Authorities shall establish in common agreement a "Plan of Operations" indicating in detail:

- the contribution of either Party;
- the number and duties of the Netherlands staff and the duration of their assignment in Indonesia;
- a description of the equipment and materials to be made available;
- activities to be undertaken and their objectives.

The "Plan of Operations" shall include a specified budget concerning each item of the contribution of either Party, a time table and lists of equipment and materials to be supplied by either Party.

2. The "Plan of Operations" may be amended by the Executive Authorities in common agreement and the amendments to be approved by both Governments through the normal procedure.

3. The "Plan of Operations" shall form an integral part of this Administrative Arrangement.

## Article IX

*Status of the Netherlands Staff*

The Netherlands Staff 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 shall be applicable to the importation and exportation of the Netherlands equipment and material under the Project.

2. The ownership of all equipment and materials supplied by the

Netherlands Party shall be transferred to the Indonesian Party at the time the cooperation between the two Parties on the Project will be terminated.

#### Article XI

##### *Reporting*

The Netherlands Teamleader shall submit bi-annual reports 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 Teamleader shall submit to all parties concerned a final report in the English language on all aspects of the work done in connection with the Project.

#### 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 retro-active effect from 1 January 1981 and shall expire at the end of the period mentioned in Article 1, paragraph 4 of the Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the "Plan of Operations", whichever date is the later.

DONE at Jakarta on the 5th day of February 1985 in two originals in the English language.

*For the Netherlands Minister  
for Development Cooperation:*

(sd.) F. VAN DONGEN

Dr. F. van Dongen

*The Indonesian Minister  
of Forestry:*

(sd.) SOEDJARWO

Soedjarwo

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Het administratief akkoord is op 5 februari 1985 in werking getreden, met terugwerkende kracht vanaf 1 januari 1981.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 17 oktober 1985 te Jakarta tussen de wederzijdse bevoegde autoriteiten een administratief akkoord tot stand gekomen inzake de invoering van digitale technologie in het nationale telecommunicatienet van Indonesië. De tekst van het akkoord luidt als volgt:

### **Administrative Arrangement**

The Netherlands Minister for Development Co-operation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Jakarta, Dr. F. van Dongen, and the Indonesian Minister of Tourism, Post and Telecommunication, Mr. Achmad Tahir, being the competent Indonesian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Indonesian Party".

Having decided to co-operate in the field of telecommunications,

Having regard to the provisions of Article 3 of the Agreement concerning Technical Co-operation between the Kingdom of the Netherlands and the Republic of Indonesia signed at The Hague on 3 April 1964, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

#### **Article I**

##### *The Project*

1. The two Parties shall jointly carry out a project entitled "FTA-231-Introduction of Digital Technology in the National Telecommunication Network of Indonesia", hereinafter referred to as "the Project".

2. The objectives of the Project are:

- preparing a general plan for the introduction of digital transmission in the national transmission network;
- specifying the recommended transmission systems and investigating the possibilities for local manufacture of the specified equipment;
- assisting the local manufacturer of the digital transmission equipment i.a. in the field of research and development, possibly in product development.

3. The aforesaid co-operation between the two Parties is planned to last 2½ years as from May 1984.

## Article II

*The Netherlands Contribution*

1. The Netherlands contribution to the Project shall consist of the following:
  - the assignment of experts;
  - the provision of fellowships;
  - the provision of a projectcar;
  - the provision of computer equipment.
2. The Netherlands contribution shall amount to Dfl. 1.300.000,-.

## Article III

*The Indonesian Contribution*

1. The Indonesian contribution to the Project shall consist of:
  - the assignment of qualified counterpart personnel on a full time basis;
  - the provision of adequate office space in Jakarta;
  - the provision of temporary office space in other cities where the project activities are planned;
  - the provision of office equipment and secretarial services;
  - providing free use of telephone and telex facilities;
  - the provision of standard facsimile equipment;
  - operating and maintaining the projectcar;
  - the provision of sufficient gasoline for the projectcar;
  - making available a skilled driver for the projectcar;
  - providing an extra car for the project supervisor during his visits;
  - bearing the costs of travel and daily subsistence of the experts, made in Indonesia within the framework of the project.
2. The value of the Indonesian contribution is estimated at Rp. 50.000.000,-.

## Article IV

*The Executive Authorities*

1. The Netherlands Party shall appoint the Directorate General for International Cooperation of the Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.
2. The Indonesian Party shall appoint the Direktorat Jenderal Pos dan Telekomunikasi (Postel) as the Indonesian Executive Authority in charge of the implementation of the Project.
3. The above-mentioned Netherlands Executive Authority shall be



represented in Indonesia, as far as the day to day operations under the Project are concerned, by the Netherlands Team-leader.

#### 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 or institutions delegated and of the extent of such delegation.

#### Article VI

##### *The Team-leader*

The Netherlands Team-leader shall be responsible to the Netherlands Executive Authority for the correct 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 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 Netherlands staff;
- their job-descriptions;
- the duration of their stay abroad;
- 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 timetable 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 Staff*

The Netherlands staff to this Project shall enjoy the privileges and immunities, mentioned in Article 4 of the Agreement.

## Article IX

*Status of the Netherlands Equipment and Materials*

1. The provisions of Article 5 of the Agreement 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*

The Netherlands Team-leader shall submit quarterly reports 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 Team-leader 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

*Evaluation*

In the middle of 1986 the Executive Authorities shall evaluate the project.

## 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, with retroactive effect to 1 May 1984, on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 3, 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.

DONE at Jakarta on the Thursday of 17 October 1985 in two originals in the English language.

*For the Netherlands Minister for Development Co-operation:*

(sd.) F. VAN DONGEN

*The Indonesian Minister of Tourism, Post and Telecommunication:*

(sd.) A. TAHIR

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Het administratief akkoord is op 17 oktober 1985 in werking getreden, met terugwerkende kracht vanaf 1 mei 1984.

Uitgegeven de vijftwintigste februari 1986.

*De Minister van Buitenlandse Zaken,*

H. VAN DEN BROEK