

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1989 Nr. 146

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 en, laatstelijk, *Trb.* 1988, 161.

Bij brieven van 23 januari 1989 is het op 22 juli 1988 te Jakarta tot stand gekomen administratief akkoord inzake een project betreffende de verbetering van de waterhuishouding, in het bijzonder van de irrigatie in het Ciduriangebied ter verhoging van de rijstproductie aldaar (tekst in *Trb.* 1988, 161), medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven 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.

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, *Trb.* 1975, 127, *Trb.* 1976, 67, *Trb.* 1978, 51, *Trb.* 1980, 79, *Trb.* 1981, 119, *Trb.* 1984, 35, *Trb.* 1986, 26, *Trb.* 1987, 4 en 183 en *Trb.* 1988, 37 en 161.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 1 maart 1989 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake onderwijs op het gebied van baggerwerk aan het personeel van Perum Pengerukan. De tekst van het 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. G. W. Baron de Vos van Steenwijk, and the Indonesian Minister for Communication, Mr. Azwar Anas, being the competent Indonesian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Indonesian Party", represented in this matter by the Secretary General of the Ministry of Communication, Mr. Djunaedi Hadisumarto.

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 entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly execute a project to be known as "Personnel Development Program for Perum Pengerukan On-the-Job Dredging Training" hereinafter referred to as "the Project".
2. The aim of the Project is to have a more efficient use of the resources within the framework of the ongoing operations of Perum Pengerukan.
3. This aim shall be pursued by "on-the-job training".

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

Article II

The Netherlands Contribution

1. As its contribution to the Project the Netherlands Party shall provide a team of experts.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 2,690,000.00.

Article III

The Indonesian Contribution

As its contribution to the Project the Indonesian Party shall provide counterpart staff.

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 Perum Pengerukan as the Indonesian Executive Authority in charge of the implementation of the Project.

3. The abovementioned 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.

4. The abovementioned Indonesian Executive Authority shall be represented by the Project Manager, as far as the day-to-day operations of the Project are concerned.

Article V

Delegation

1. 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 persons or institutions delegated and of the extent of such delegation.

Article VI

The Project Manager

The Project Manager is appointed by and shall be responsible to the Indonesian Executive Authority for the correct implementation of the Indonesian contribution. The Project Manager shall provide the Teamleader with any information that may be considered necessary for the execution of the Project. The Project Manager shall have the overall responsibility for the day-to-day execution of the Project.

Article VII

Teamleader

The Netherlands Teamleader is appointed by and 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 Project Manager for the execution of the Project.

Article VIII

The Plan of Operation

1. The Executive Authorities shall establish by common consent 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 assignments in Indonesia;
 - their job descriptions;
 - activities to be undertaken and their objectives;
 - a description of the equipment and materials to be made available.
2. The Plan of Operations shall form an integral part of this Administrative Agreement¹⁾.
3. The Plan of Operations may be amended in common agreement between the Executive Authorities.

¹⁾ Lees: Arrangement.

Article IX

Status of the Netherlands Staff

The Netherlands staff to this Project shall enjoy the privileges 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 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 XI

Reporting

The Project Manager and the Teamleader shall jointly 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 Project Manager and the Teamleader 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 XII

Evaluation

In May/June 1989 the Executive Authorities shall evaluate the implementation of the Project.

Article XIII

Settlement of Disputes

Any dispute concerning the interpretation of this Administrative Arrangement, which cannot be settled in consultation between both Parties, shall be referred to the respective Governments to be settled in a way to be decided upon by the latter.

Article XIV

Entry into Force and Duration

This Administrative Arrangement shall enter into force, with retroactive effect to 1 July 1988, on the date of signature by both Parties and shall expire 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 Plan of Operations, whichever date is the later.

DONE in Jakarta on the first day of March 1989 in two originals in the English language.

For the Netherlands Minister for Development Co-operation,

(sd.) G. W. DE VOS VAN STEENWIJK

For the Indonesian Minister of Communication,

(sd.) DJUNAEDI HADISUMARTO

Djunaedi Hadisumarto
Secretary General of Dep. of Communications

Het administratief akkoord is op 1 maart 1989 in werking getreden, met terugwerkende kracht vanaf 1 juli 1988.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 14 maart 1989 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake een studie aangaande de ontwikkeling van een geïntegreerd gastransportsysteem op Java. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Indonesian Minister of Mines and Energy, being the competent Indonesian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Indonesian Party", represented in this matter by the Director General of Oil and Gas Ir. Suyitno Patmosukismo, and 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, G. W. Baron de Vos Van Steenwijk.

Having decided to co-operate in performing a feasibility study of an integrated gas transmission system on Java.

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 agreed as follows:

Article I

The Project

1. The two Parties shall jointly execute a project to be known as Study of an Integrated Gas Transmission System on Java, hereinafter referred to as "the Project".

2. The aims of the Project are:

- to evaluate the technical, economic and operational feasibility of building an integrated gas grid in Java for the distribution of natural gas both in the short and long term; and
- to formulate a masterplan for future development of gas transmission systems on Java.

3. These aims shall be pursued by:

- gas supply analyses;
- gas demand, market investigations;
- gas transmission systems;
- gas supply installation and transport systems;
- economic appraisals;
- data management, storage and processing;
- strategies of gas utilization and market penetration.

4. The aforesaid co-operation between the two Parties is planned to last 24 months.

Article II

The Indonesian Contribution

1. As its contribution to the Project, the Indonesian Party shall undertake:

- to provide office space including meeting- and instruction rooms;

- to provide secretarial help and communication facilities;
- to arrange and bear the cost of visas, permits, and custom clearances.

2. The value of the Indonesian contribution is estimated at Rp. 600,- million.

Article III

The Netherlands Contribution

1. As its contribution to the Project, the Netherlands Party shall undertake:

- to provide short and long term expatriate consultants;
- to support local consultants;
- to provide fellowships/training programme;
- to provide necessary equipment.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 6,000,000.-.

Article IV

The Executive Authorities

1. The Indonesian Party shall appoint the Directorate General of Oil and Gas of the Ministry of Mines and Energy as the Indonesian Executive Authority in charge of the implementation of the Project.

2. The Netherlands Party shall appoint the Directorate General for International Co-operation of the Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.

3. The abovementioned Indonesian Executive Authority shall be represented by a Project Manager as far as the day to day operations of the Project are concerned.

4. The abovementioned Netherlands Executive Authority shall be represented in Indonesia, as far as the day to day operation of the Project is 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 immediately inform each other in writing

of the names of persons or institutions delegated and of the extent of such delegation.

Article VI

The Project Manager

The Project Manager is appointed by and shall be responsible to the Indonesian Authority for the correct implementation of the Indonesian contribution. The Project Manager shall provide the Team Leader with any information that may be considered necessary for the execution of the Project. The Project Manager shall have the overall responsibility for the day to day execution of the Project.

Article VII

The Team Leader

The Team Leader is appointed by and 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 Project Manager for the execution of the Project.

Article VIII

The Plan of Operations

1. The Executive Authorities shall establish in common agreement a Plan of Operations to be approved by both Parties through normal procedures. The Plan of Operations shall indicate in detail:

- the contribution of either Party, including a specified budget concerning each item of their contribution;
- the number and duties of the Netherlands staff and the duration of their assignments in Indonesia;
- their job-descriptions;
- activities to be undertaken and their objectives, including a timetable;
- descriptions of the equipment and materials to be made available by either Party and listed accordingly.

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

3. The Plan of Operations may be amended in common agreement between the Executive Authorities. The amendments to be approved by both Parties through normal procedures.

Article IX

Status of the Netherlands Staff

The Netherlands Staff to this Project shall enjoy the privileges 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 materials for 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 co-operation between the two Parties on the Project will be terminated.

Article XI

Reporting

The Project Manager and the Team Leader shall jointly 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 Project Manager and the Team Leader shall jointly 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 XII

Evaluation

In July 1990 the Executive Authorities shall evaluate the outcomes of the Project results.

Article XIII

Settlement of Disputes

Any dispute concerning the interpretation of this Administrative Arrangement which cannot be settled in consultation between both Parties, shall be referred to the respective Governments to be settled in a way to be decided upon by the latter.

Article XIV

Entry into Force and Duration

This Administrative Arrangement shall enter into force, with retroactive effect to July, 15th 1988, on the date of signature by both Parties and shall expire 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 Plan of Operations, whichever date is the later.

DONE in Jakarta on Tuesday, the 14th day of March 1989, in two originals in the English language.

For the Netherlands Minister for Development Co-operation,

(sd.) G. W. DE VOS VAN STEENWIJK

G. W. Baron de Vos van Steenwijk

For the Indonesian Minister of Mines and Energy,

(sd.) SUYITNO PATMOSUKISMO

Ir. Suyitno Patmosukismo

Het administratief akkoord is op 14 maart 1989 in werking getreden, met terugwerkende kracht vanaf 15 juli 1988.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 30 maart 1989 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake een programma gericht op de verbetering van het hydrografisch onderzoek. De tekst van het akkoord luidt als volgt:

Administrative arrangement

The Indonesian Secretary General of Communications, Mr. Dju-naedi Hadisumarto being the competent Indonesian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "Indonesian Party", and 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, Mr. Baron G. W. de Vos van Steenwijk.

Having decided to co-operate in the Program for Development of Operational and Maintenance Capability in Hydrographic Surveying;

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 agreed as follows:

Article I

The Project

1. The two Parties shall jointly execute a project to be known as "the Program for Development of Operational and Maintenance Capability in Hydrographic Surveying", hereinafter referred to as "the Project".

2. The aim of the Project is to create the conditions necessary for the operation of the hydrographic survey vessel BIMASAKTI, the survey boats MITRA's III and IV and the two survey launches by supplying management support and operational and technical assistance in combination with the transfer of know-how, in order to meet in future the standards for hydrographic work.

3. This aim shall be pursued by:

- the improvement of planning and organization capability of the shore logistics, operations, data processing and maintenance of survey equipment;
- the improvement of the hydrographic and technical skill of the personnel involved by means of appropriate training.

4. The aforesaid cooperation between the two Parties is planned to last 3,5 years.

Article II

The Netherlands Contribution

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

- the provision of experts for the whole Project period;

- the provision of hydrographic and technical equipment for training purposes;
- the adjustment of the hydrographic survey equipment which is installed of the vessels as well as ashore.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 5,000,000.-.

Article III

The Indonesian Contribution

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

- the provision of qualified and full time available counterparts;
- to make available furnished and airconditioned office space;
- to make available all vessels involved for training;
- to supply the necessary local transport for own personnel and equipment;
- to pay the travelling costs etc. for personnel attending the training.

2. The value of the Indonesian contribution is estimated at Rp. 250,000,000.- annually.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Co-operation of the 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 as the Indonesian Executive Authority in charge of the implementation of the Project.

3. The abovementioned 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

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

Article VI

The Project Manager

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

Article VII

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 operational instructions given by the said 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;
- their job-descriptions;
- activities to be undertaken and their objectives;
- a description of the equipment and materials to be made available.

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

3. The Plan of Operations may be amended in common agreement between the Executive Authorities and the amendments to be approved by both Governments through normal procedures.

Article IX

Status of the Netherlands Staff

The Netherlands staff to this Project shall enjoy the privileges 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 materials for 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 co-operation between the two Parties on the Project will be terminated.

Article XI

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 cooperation¹⁾ with the Project to all parties involved.

Article XII

Evaluation

The Executive Authorities have the Project evaluated in November 1988 and February 1991.

Article XIII

Settlement of Disputes

Any dispute arising out of the interpretation or implementation of this Administrative Arrangement shall be settled amicably by consultation or negotiation between the two Parties.

¹⁾ Lees: connection.

Article XIV

Entry into Force and Duration

This Administrative Arrangement shall enter into force, with retroactive effect from November 1987, on the date of signature by both Parties and shall expire 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 Plan of Operations, whichever date is the later.

DONE in Jakarta on the thirtieth day of March 1989 in two originals in the English language.

For the Netherlands Minister for Development Co-operation

(sd.) G. W. DE VOS VAN STEENWIJK

G. W. de Vos van Steenwijk

For the Indonesian Minister of Communications,

(sd.) DJUNAEDI HADISUMARTO

Djunaedi Hadisumarto

Het administratief akkoord is op 30 maart 1989 in werking getreden, met terugwerkende kracht vanaf november 1987.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 19 april 1989 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake de planning van een telecommunicatienetwerk. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Indonesian Secretary General for Tourism, Post & Telecommunication, Mr. Soedjono Kramadibrata, being the competent Indonesian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Indonesian Party", and 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", represen-

ted in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Jakarta, Mr. G. W. de Vos van Steenwijk.

Having decided to cooperate in Telecommunication Network Planning;

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 make concerted efforts in executing a project to be known as "Telecommunication Network Planning, GTA-90", hereinafter referred to as "the Project".

2. The aim of the Project is the improvement of planning capacity and planning capability in the field of telecommunication in Indonesia.

3. This aim shall be pursued by:

- inventory and analysis of existing planning procedures, requirements and constraints; conditions for improvement and change;
- new planning and design;
- developing new planning tools;
- decentralizing planning;
- checking the objectives of the Project with the results.

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

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contributions to the Project:

- provide qualified experts;
- provide fellowships;
- provide equipment;
- provide counterpart training.

2. The total expenses of the abovementioned Netherlands contribution shall not exceed the amount of Dfl. 1,960,000.-.

Article III

The Indonesian Contribution

1. The Indonesian Party shall make the following contributions to the Project:

- provide a qualified counterpart staff;
- provide supporting staff;
- provide office facilities, including telephone and telex and transport for official use.

2. The value of the Indonesian contribution is estimated at Rp. 200,000,000.-.

Article IV

The Executive Authorities

1. The Indonesian Party shall appoint the Directorate General for Post & Telecommunication as the Indonesian Executive Authority in charge of the implementation of the Project.

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

3. The abovementioned Indonesian Executive Authority shall be represented by the Project Manager, as far as the day-to-day operations of the Project are concerned.

4. The abovementioned Netherlands Executive Authority shall be represented in Indonesia by the Netherlands Teamleader, as far as the day-to-day operations of the Project are concerned.

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

Article VI

The Project Manager

The Project Manager is appointed by and shall be responsible to the Indonesian Executive Authority for the correct implementation of the Indonesian contribution. The Project Manager shall provide the Teamleader with any information that may be considered necessary for the execution of the Project. The Project Manager shall have the overall responsibility for the day-to-day execution of the Project.

Article VII

The Teamleader

1. The Netherlands Teamleader is appointed by and 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 Project Manager for the execution of the Project.

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 and Indonesian staff;
- their job descriptions;
- activities to be undertaken and their objectives;
- the duration of the stay of the Netherlands staff abroad;
- a time-table of planned activities and their objectives;
- a description of the equipment and materials to be supplied by either Party.

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

3. The Plan of Operations may be amended in common agreement between the Executive Authorities.

Article IX

Status of the Netherlands Staff

The Netherlands staff to this Project shall enjoy the privileges mentioned in Article IV of the Agreement.

Article X

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.

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 Project Manager and the Netherlands Teamleader shall jointly 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 Project Manager and the Netherlands Teamleader shall jointly 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 XII

Evaluation

The Executive Authorities shall evaluate the implementation, efforts and the extent to which Project aims are achieved whenever decided appropriate.

Article XIII

Settlement of Disputes

Any disputes arising out of the interpretation or implementation of this Administrative Arrangement which cannot be settled amicably by consultation or negotiation between the two Parties shall be referred

to the respective Governments, to be settled 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 to January 1, 1987, and shall expire at the end of the period mentioned in Article I, paragraph 4, of this Arrangement or on the date on which the Project had been completed in conformity with the provisions of this Arrangement and of the Plan of Operations, whichever date is the later.

DONE in Jakarta on the nineteenth day of April, 1989, in two originals in the English language.

For the Netherlands Minister for Development Cooperation,

(sd.) G.W. DE VOS VAN STEENWIJK

Mr. G. W. de Vos van Steenwijk

The Indonesian Secretary General for Tourism, Post & Telecommunication,

(sd.) SOEDJONO KRAMADIBRATA

Soedjono Kramadibrata

Het administratief akkoord is op 19 april 1989 in werking getreden, met terugwerkende kracht vanaf 1 januari 1987.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 3 juli 1989 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake samenwerking op het gebied van de electrotechnische standaardisatie in 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, Mr. Baron G. W. de Vos van Steenwijk, and the Indonesian Minister of Mines and Energy, being the competent Indonesian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Indonesian Party", represented in this matter by the Director General of Electric Power and New Energy, Prof. Dr. A. Arismunandar,

Having decided to co-operate in the field of electrotechnical standardization in Indonesia;

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 April 3, 1964, hereinafter referred to as "the Agreement".

Have agreed as follows:

Article I

The Project

1. The two Parties shall make concerted efforts in executing a project to be known as "Development of Electrotechnical Standardization to be located in Jakarta, ETA 135, ID/86/074", hereinafter referred to as "the Project".

2. The aims of the Project are:

- to increase the quality and reliability of services in the field of electric power through electrotechnical standard;
- to develop a good system of electrotechnical standardization;
- to investigate the feasibilities of laboratories in recognizing testing laboratories in connection with certification and accreditation.

3. These aims shall be pursued by the provision of:
transferring know how, experts and experience of the Netherlands Institute for examination of electrotechnical materials (KEMA) by means of consultancy services.

4. The aforesaid co-operation between the two Parties is planned to last 24 months as from the 1st of November 1987.

Article II

The Indonesian Contribution

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

- to provide local counterparts as well as, if necessary, the funds needed for the extension of "existing laboratory facilities".
- to provide adequate office space.

2. The value of the Indonesian contribution is estimated at Rp. 40.400.000,00.

Article III

The Netherlands Contribution

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

- to determine the needs for electrotechnical standards in Indonesia and promoting the application of standards for domestic and foreign goods and equipment;

- to carry a survey on electrotechnical laboratories in order to get the feasibility level and to achieve accreditation;

- to investigate the existence of Indonesian experts in the field of drafting and implementing standards and to approve standard societies;

- to organize the standardization in the field of electric power as well as training and education.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 997.000.

Article IV

The Executive Authorities

1. The Indonesian Party shall appoint the Directorate General of Electric Power and New Energy of the Ministry of Mines and Energy as the Indonesian Executive Authority in charge of the implementation of the Project.

2. The Netherlands Party shall appoint the Directorate General for International Co-operation of the Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.

3. The above mentioned Indonesian Executive Authority shall be represented by the Project Manager as far as the day to day operations of the Project are concerned.

4. The above mentioned Netherlands Executive Authority shall be represented in Indonesia, as far as the day to day operations of 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 of persons or institutions delegated and of the extent of such delegation.

Article VI

The Project Manager

The Project Manager is appointed by and shall be responsible to the Indonesian Authority for the correct implementation of the Indonesian contribution.

The Project Manager shall provide the Team Leader with any information that may be considered necessary for the execution of the Project.

The Project Manager shall have the overall responsibility for the day to day execution of the Project.

Article VII

The Team Leader

The 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 Project Manager for the execution of the Project.

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, including a specified budget concerning each item of their contribution;
 - the number and duties of the Netherlands Staff and the durations of their assignments in Indonesia;
 - the job-descriptions;
 - activities to be undertaken and the objectives, including a time table;

– descriptions of the equipment and materials to be made available by either Party and listed accordingly.

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

3. The plan of Operations may be amended in common agreement between the Executive Authorities.

Article IX

Status of The Netherlands Staff

The Netherlands Staff to this Project shall enjoy the privileges 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 materials for 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 co-operation between the two Parties on the Project will be terminated.

Article XI

Reporting

The Project Manager and the Team Leader shall jointly 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 Project Manager and the Team Leader shall jointly submit the final report in the English language on all aspects of the work done in connection with the Project to all parties involved.

Article XII

Evaluation

In November 1989 the Executive Authorities shall evaluate the implementation of the Project.

Article XIII

Settlement of Disputes

Any dispute concerning the interpretation of this Administrative Arrangement, which cannot be settled in consultation between both Parties, shall be referred to the respective Governments to be settled in a way to be decided upon by the latter.

Article XIV

Entry into Force and Duration

This Administrative Arrangement shall enter into force, with retroactive effect to November 1, 1987, on the date of signature by both Parties and shall expire 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 Plan of Operations, whichever date is the later.

DONE in Jakarta on 3rd day of July 1989, in two originals in the English language.

For the Netherlands Minister for Development Co-operation,

The Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands,

(sd.) G. W. DE VOS VAN STEENWIJK

For the Indonesian Minister of Mines and Energy,

The Director General of Electric Power and New Energy,

(sd.) A. ARISMUNANDAR

Het administratief akkoord is op 3 juli 1989 in werking getreden, met terugwerkende kracht vanaf 1 november 1987.

Uitgegeven de derde november 1989.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK

INHOUD

A. TITEL	1
B. TEKST	1
C. VERTALING	1
D. PARLEMENT	1
G. INWERKINGTREDING	1
J. GEGEVENS	2
Administratief akkoord inzake onderwijs op het gebied van baggerwerk aan het personeel van Perum Pengerukan	2
Administratief akkoord inzake een studie aangaande de ontwikkeling van een geïntegreerd gastransportsysteem op Java	6
Administratief akkoord inzake een programma gericht op de verbetering van het hydrografisch onderzoek	11
Administratief akkoord inzake de planning van een telecom- municatienetwerk	16
Administratief akkoord inzake samenwerking op het gebied van elektronische standaardisatie in Indonesië	21
