

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1990 Nr. 104

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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. VERTALING

Zie *Trb.* 1964, 43.

D. PARLEMENT

Zie *Trb.* 1965, 35 en, laatstelijk, *Trb.* 1989, 146.

De in rubriek J van *Trb.* 1989, 146 afgedrukte administratieve akkoorden zijn bij brieven van 15 december 1989 medegegeerd 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, *Trb.* 1988, 37 en 161 en *Trb.* 1989, 140.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 30 december 1988 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake het Project betreffende de ontwikkeling van kleine ondernemingen. 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 Minister Plenipotentiary of the Netherlands Embassy at Jakarta, Mr. B. de Bruyn Ouboter and the Board of Managing Directors of Bank Indonesia represented in this matter by Messrs. Hendrobudiyanto and Binhadi, 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 "Small Enterprise Development Project",

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 jointly carry out a project, entitled "Small Enterprise Development Project" (SEDP) hereinafter referred to as "the Project".

2. The aim of the Project is the education and training of loan officers of Bank Indonesia and handling-banks to improve the attendance and management of credit scheme in respect of small scale enterprises in rural and urban areas.

3. The aforesaid cooperation between the two Parties is planned to last twenty four months.

## Article II

### *The Netherlands Contribution*

1. The Netherlands Party shall make the following contributions to the Project:
  - technical assistance and training support;
  - 6 long term expatriates;
  - 2 short term missions of specialists to Indonesia;
  - 10 long term Indonesian Experts;
  - 2 short term Indonesian Experts.
2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 5.352.000,-.

## Article III

### *The Indonesian Contribution*

1. The Indonesian Party shall make the following contributions to the Project:
  - the provision of adequate counterparts;
  - the provision of facilities in order to enable expatriates and consultants to accomplish their tasks;
2. The value of the Indonesian contribution is estimated at the equivalent of 1.000.000 US dollars.

## 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 Bank Indonesia 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 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 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 shall be responsible to the Indonesian 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 durations 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.

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 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 Material*

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 completion of the co-operation between the two Parties on the Project.

#### Article XI

##### *Reporting*

The Netherlands Team-Leader shall submit quarterly reports in the English language on the progress made in 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 relevant institutions.

#### Article XII

##### *Evaluation*

The Executive Authorities shall make a final evaluation of the Project during the last six months of the second year of operation.

#### 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.

#### Article XIV

##### *Entry into Force and Duration*

This Administrative Arrangement shall enter into force, with retroactive effect to the 1st of May 1987, 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 in Jakarta, on December, 30th day of 1988, in two originals in the English language.

(sd.) B. DE BRUYN OUBOTER

Mr. B. de Bruyn Ouboter  
Minister Plenipotentiary

*For the Indonesian Authority,  
Board of Managing Directors  
Bank Indonesia*

(sd.) BINHADI

Binhadi

(sd.) HENDROBUDIYANTO

Hendrobudiyanto

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Het akkoord is op 30 december 1988 in werking getreden, met terugwerkende kracht vanaf 1 mei 1987.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 3 mei 1989 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake het Project betreffende inkomensgenererende activiteiten voor vrouwen op West-Java die geboortebeperving toepassen. 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. de Vos van Steenwijk, and the Chairman of the National Family Planning Coordinating Board, Mr. Haryono Suyono, being the competent Indonesian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Indonesian Party",

Having decided to cooperate on family planning in encouraging the population of Indonesia to accept family 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 jointly execute a project to be known as "the Project Income Generating Activities for Family Planning Acceptor Groups, West Java", hereinafter referred to as "the Project".

2. The aim of the Project is to make the Family Planning goals of the Government of Indonesia more widely accepted through introducing income generating activities at village level as an integral part of the Family Planning Program.

3. This aim shall be pursued by:

- assisting Acceptor Groups to undertake profitable income generating activities;
- transfer of technical, economical and managerial skills, through guidance and training activities;
- making available credit funds to the Acceptor Groups;
- monitoring, supervision, and information gathering.

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

## Article II

*The Indonesian Contribution*

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

- to provide qualified field personnel;
- to provide supporting administrative staff;
- to provide adequate working conditions for the experts, including provision of office space;
- to provide the necessary data collection.

2. The value of the Indonesian contribution shall not exceed the amount of Rp. 4,090,504,200.00, which is the amount of funds allocated for the districts which comprise the Project area, within the regular NFPCB budget (DIP funds), for a period of three years.

## Article III

*The Netherlands Contribution*

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

- to provide one long-term expert;
- to provide short-term experts.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 900,000.00. In addition to this, the Netherlands Party will provide Dfl. 2,100,000.00 in the form of a financial assistance grant.

## Article IV

*The Executive Authorities*

1. The Indonesian Party shall appoint the National Family Planning Coordinating Board (NFPCB) as the Indonesian Executive Authority in charge of the implementation of the Project.

2. 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.

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 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 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 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 assignments in Indonesia;
  - their job descriptions;
  - activities to be undertaken and their objectives.
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 attached 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 Netherlands Teamleader shall jointly submit quarterly reports in the English language on the progress made in the execution of the Project to both Executive Authorities. At the termination of the Project, the Project Manager and the 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 undertake the final evaluation of the Project at the end of the third Project year. A mid-term review on the progress of the Project will take place in the second Project year.

#### Article XIII

##### *Settlement of Disputes*

Any disputes arising out of the interpretation or implementation of

this Administrative Arrangement shall be settled amicably by consultation or negotiation between the two Parties.

#### Article XIV

##### *Entry into Force and Duration*

This Administrative Arrangement shall enter into force, with retroactive effect to March 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 the Arrangement and of the Plan of Operations, whichever date is the later.

DONE at Jakarta on the third day of May 1989, in two originals in the English language.

*For the Netherlands Minister for Development Cooperation,*

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

G. W. de Vos van Steenwijk  
Ambassador Extraordinary and Plenipotentiary

*The Indonesian Chairman of the National Family Planning Coordinating Board,*

(sd.) HARYONO SUYONO

Dr. Haryono Suyono

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Het akkoord is op 3 mei 1989 in werking getreden, met terugwerkende kracht vanaf maart 1988.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 10 november 1989 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake de opleiding op het gebied van natuurbeheer en stroomgebiedbeheer. 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. G. W. de Vos van Steenwijk, and the Indonesian Minister for Forestry, 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 Forestry, Mr. Sudjono Suryo,

Having decided to cooperate in strengthening the training for environmental conservation and watershed management,

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 carry out a project, described in the Project Document: “Training for Environmental Conservation and Watershed Management at the Centre for Environmental Management, Indonesia, of July 21, 1986,” hereinafter referred to as “the Project”.

2. The aim of the Project is to strengthen the existing Training Centre for Environmental Management of the Central Office for Forestry Officials Education and Training (Pusat Pendidikan Latihan Kehutanan) of the Ministry of Forestry.

3. This aim shall be pursued by:

- designing and implementing a training course in planning and management of watershed;
- modifying and implementing the present course in environmental management;
- improving training facilities and institutional capabilities.

4. The aforesaid co-operation between the two Parties is planned to last 4 years and 10 months.

## Article II

*The Indonesian Contribution*

1. The Indonesian Party shall make the following contributions to the Project:
  - basic salaries for Indonesian staff;
  - provide training facilities at Bogor Forestry Training Centre;
  - necessary equipment.
2. The value of the Indonesian contribution is estimated at Rp. 1.676.301.000,-.

## Article III

*The Netherlands Contribution*

1. The Netherlands Party shall make the following contributions to the Project;
  - provide experts in environmental conservation and watershed management;
  - provide training materials and equipment;
  - provide fellowships programmes;
  - conduct training programmes for Indonesian project personnel.
2. The total expenses of the above mentioned Netherlands contribution, shall not exceed the amount of Dfl. 7.130.300,-.

## Article IV

*The Executive Authorities*

1. The Indonesian Party shall appoint the Secretariat General of the Ministry of Forestry as the Indonesian Executive Authority in charge 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 Central Office for Forestry Officials Education and Training 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 by the Netherlands Team Leader, 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 the persons or institutions delegated and of the extent of such delegation.

## Article VI

*The Project Manager and the Team Leader*

1. The Project Manager is appointed by and 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. The Project Manager shall have overall responsibility for the implementation of the Project.

2. The Netherlands 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 VII

*The Plan of Operations*

1. A Plan of Operations shall be established in common agreement between the Executive Authorities. The Plan of Operations, indicating in detail:

- the contribution of either Party;
- the number and duties of the expatriate staff and the duration of their assignments in Indonesia;
- their job-descriptions;
- descriptions 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.

## 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 shall be transferred to the Indonesian Party at the time of the completion of the co-operation between the two Parties on the Project.

## Article X

*Reporting*

The Project Manager and the Team Leader shall jointly submit quarterly reports in the English language on the progress made in 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 both Executive Authorities.

## Article XI

*Evaluation*

After about two years of implementation and at the completion of the Project the Executive Authorities shall jointly 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 and shall be settled in a way to be decided upon by the latter.

*Entry into Force and Duration*

This Administrative Arrangement shall enter into force, with retroactive effect to November 1st, 1986, on the date of signature by both Parties and shall expire on August 31st, 1991, 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 tenth day of November 1989, in two originals in the English language.

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

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

Mr. G.W. de Vos van Steenwijk  
Ambassador Extraordinary and Plenipotentiary

*For the Indonesian Minister for Forestry,*

(sd.) SUDJONO SURYO

Ir. Sudjono Suryo  
Secretary General

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Het akkoord is op 10 november 1989 in werking getreden, met terugwerkende kracht vanaf 1 november 1986.

Uitgegeven de vierentwintigste juli 1990.

*De Minister van Buitenlandse Zaken a.i.,*

J. E. ANDRIESSEN