

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1991 Nr. 185

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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.* 1991, 20.

De in rubriek J van *Trb.* 1991, 20 afgedrukte administratieve akkoorden zijn bij brieven van 23 januari 1991 medegegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven ingevolge artikel 91, juncto additioneel artikel XXI, eerste lid, onderdeel b, van de Grondwet en 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, *Trb.* 1989, 146, *Trb.* 1990, 104 en *Trb.* 1991, 20.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 29 juli 1987 te Cibinong tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake de opleiding in satellietbeeld-interpretatie voor het inventariseren en evalueren van natuurlijke hulpbronnen, in samenwerking met het ITC, Enschede, en PUSPICS, Djokjakarta. 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 Counsellor for Development Cooperation of the Royal Netherlands Embassy at Jakarta, Mr. A. Oostra, and the Chairman of the National Coordinating Agency for Survey and Mapping, Prof. Jacob Rais, being the competent Indonesian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Indonesian Party,"

Having decided to cooperate in strengthening the training in remote sensing image interpretation;

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

Have agreed as follows:

#### **Article I**

##### *The Project*

The two Parties shall jointly carry out a project described in the project document: "Training in Remote Sensing Image Interpretation for the Inventory and Evaluation of Natural Resources and Integrated Surveys of ITC and PUSPICS, Indonesia (IEP/Indonesia/ITC-PUSPICS)," hereinafter referred to as "the Project."

The aim of the Project is to strengthen the existing Training Centre for Remote Sensing Image Interpretation (PUSPICS), to enable the

centre to organize the present courses at an adequate level for a larger number of participants.

This aim shall be pursued by:

- updating the knowledge of the PUSPICS staff through various courses;
- project management and teaching;
- purchase and installment of equipment;
- fellowship programmes.

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

## Article II

### *The Netherlands Contribution*

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

- provide a resident staff of the International Institute for Aerospace Survey and Earth Sciences (ITC);
- provide fellowships;
- provide equipment.

The total expenses of the abovementioned Netherlands contribution shall not exceed the amount of Dfl. 2,476,800,-.

## Article III

### *The Indonesian Contribution*

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

- basic salaries of involved PUSPICS and BAKOSURTANAL staff (Badan Koordinasi Survey dan Pemetaan Nasional);
- operational costs met by BAKOSURTANAL/Universitas Gadjah mada, Yogyakarta;
- provisions of equipment provided by PUSPICS/GMU;
- provisions of land and buildings used by PUSPICS/GMU.

The value of the Indonesian contribution is estimated at RP. 750,372,000,-.

## Article IV

### *The Executive Authorities*

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.

The Indonesian Party shall appoint the National Coordinating Agency for Survey and Mapping in cooperation with the Cabinet Secretariat as the Indonesian Executive Authority in charge of the Implementation of the Project.

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 consultant.

#### 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 Consultant*

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

The Consultant shall act in close consultation with the Indonesian Executive Authority being represented by BAKOSURTANAL and GMU and respect the operational instructions given by the said Authority to the Indonesian personnel. The Indonesian Executive Authority shall provide the Consultant with any information that may be considered necessary for the execution of the Project.

#### Article VII

##### *The Schedule of Operations*

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 consultant's 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 time table and lists of equipment and materials to be supplied by either Party.

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

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 mentioned in Article 4 of the Agreement.

#### Article IX

##### *Status of the Netherlands Equipment and Materials*

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.

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 X

##### *Reporting*

The Netherlands consultant 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 consultant 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*

After about two and a half years and at the completion of the Project the Executive Authorities shall evaluate the Project.

## Article XII

*Settlement of Disputes*

Any dispute arising out of 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 September 1, 1986, on the date of signature by both Parties and shall expire on September 1, 1991, 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 Cibinong on Wednesday, July 29, 1987, in two originals in the English language.

*For the Netherlands Minister for Development Cooperation,*

(sd.) A. OOSTRA

Mr. A. Oostra

*Chairman of the National Coordinating Agency for Survey and Mapping,*

(sd.) J. RAIS

Prof. Ir. Jacub Rais M.Sc.

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Het akkoord is ingevolge artikel XIII op 29 juli 1987 in werking getreden, met terugwerkende kracht tot 1 september 1986.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 7 december 1990 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake het Project betreffende het onderzoek en de ontwikkeling van groenten die in het laagland worden verbouwd. De tekst van het akkoord luidt als volgt:

## Administrative Arrangement

The Indonesia Department of Agriculture, being the competent Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Indonesia 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", 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 cooperate in strengthening the research in lowland vegetables through bilateral technical assistance,

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: "Research and Development in Lowland Vegetables in Indonesia (ATA-395)", hereinafter referred to as "the Project."

2. a) The aims of the Project are to establish:

- an operational germplasm unit and a strengthened research capacity in technical disciplines at Lembang Horticultural Research Institute (LEHRI) to obtain a steady release of improved varieties of lowland vegetables, with improved crop technology, adapted to prevailing production systems;
- a monitoring system for assessment and evaluation of agro-economic aspects of lowland vegetables production systems;
- an operational experimental farm especially suited and equipped for research and development in lowland vegetables;

b) These aims will be implemented in order to achieve:

- the production of seed of improved varieties;
- the transfer of knowledge on lowland vegetables production.

3. These aims shall be pursued by the provisions of:

- 228 manmonths of highly qualified horticultural experts;
- 96 manmonths of junior experts;
- laboratory equipment.

4. The aforesaid cooperation between the two Parties is planned to last 5 years with effect from July 1st 1987.

## Article II

### *The Netherlands Contribution*

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

a) The provision of personnel;

- 1 teamleader;
- 1 agro economist;
- 1 plant breeder;
- 1 plant protection specialist;
- 1 junior agronomist;
- 1 junior economist;
- 1 junior plant protection specialist;
- various short term consultancies.

b) Equipment and supplies;

- transportation equipment;
- laboratory equipment;
- data processing equipment;
- farm and field equipment;
- library support and publications;
- supplies for offices and field research.

c) training (fellowship, in service training, workshop seminar's).

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 9,670,754,-.

## Article III

### *The Indonesian Contribution*

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

a) personnel:

- counterpart staff (minimal 3 for phase 1 and 5 for phase 2);
- supporting personnel (drivers and personnel required for project activities);
- office manager and typist;

b) accommodation:

- office and laboratory at Lembang;
- field office, field laboratory, storage and drying facilities at Subang and Sukamandi.

c) operational expenses:

- all allowances for Indonesian staff and personnel;



- import, storage, transportation of equipment and materials, maintenance of office, laboratory and transport.

2. The value of Indonesian contribution is estimated at RP. 300,000,000.-.

#### Article IV

##### *The Executive Authorities*

1. The Indonesian Party shall appoint the Agency for Agricultural Research and Development (AARD) of the Department of Agriculture as the Indonesia Executive Authority in charge of the implementation of the Project.

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

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

4. The 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 the 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. The Project Manager shall have the overall responsibility for the day to day 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 Indonesia 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, including a specified budget concerning each item of the contribution;
- the number and duties of the Netherlands staff and the duration of their assignments in Indonesia;
- their job-descriptions;
- the training programme;
- a description 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 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 cooperation between the two Parties on the Project will be terminated.

#### Article XI

##### *Reporting*

The Project Manager and the 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 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*

By the end of phase I and II the Executive Authorities shall evaluate the Project by means of independent experts recruited from both Parties.

#### Article XIII

##### *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 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 1st 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 this 7th day of December 1990 in two originals in the English language.

*For the Netherlands Ministry for Development Cooperation*

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

G. W. Baron de Vos van Steenwijk

The Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Jakarta.

*For the Indonesian Ministry of Agriculture*

(sd.) NUSYIRWAN ZEN

Ir. Nusyirwan Zen

Secretary General Ministry of Agriculture, Republic of Indonesia.

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Het akkoord is ingevolge artikel XIV op 7 december 1990 in werking getreden, met terugwerkende kracht tot 1 juli 1987.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 14 februari 1991 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake een studie over de regionale ontwikkeling ten behoeve van het Nationale Planbureau Bappenas. De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

The Indonesian Minister for Development Planning/Chairman of National Development Planning Agency of the Republic of Indonesia, 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 Deputy Chairman for Regional Development of National Development Planning Agency of the Republic of Indonesia 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", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Jakarta,

Having decided to cooperate in strengthening the regional development planning in Indonesia,

Having referred 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 April 3, 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 "LTA-97 (National Regional Development Study) Phase II", hereinafter referred to as "the Project."

2. The aim of the Project is: to strengthen the national regional planning capability of Bappenas.

3. This aim shall be pursued by:

- improving the inter-regional and multi-sectoral model developed during the first phase of the Project;
- providing technical support using the developed model, in the translation of regional development policies conclusive for the Development of Indonesia into concrete sectoral and regional recommendations;
- providing substantive support in the field of data management and in training of counterpart staff.

4. The aforesaid cooperation between the two Parties is planned to last 3 (three) years and 9 (nine) months.

## Article II

### *The Netherlands Contribution*

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

- to provide the necessary qualified planning experts;
- to provide short term consultancy and an Indonesian bilingual secretary;
- to make available equipment;
- to provide computers, needed for the proper execution of the Project.

2. The total expenses of the abovementioned Netherlands contribution is estimated at Dfl. 4.150.000,-.

## Article III

*The Indonesian Contribution*

1. As its contribution to the Project, the Indonesian Party in accordance with the prevailing laws and regulations shall undertake:
  - to provide the necessary professional and clerical staff;
  - to make available the necessary office space and equipment;
2. The value of the Indonesian contribution is estimated at RP. 340,000,000.-.

## 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 Deputy Chairman for Regional Development of the National Development Planning Agency 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.

## 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 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. The Indonesian Executive Authority shall provide the Teamleader with any information that may be considered necessary for the implementation of the Project.

## Article VII

### *Project Document*

1. The Executive Authorities shall establish by common consent a Project Document, indicating in detail:

- the contribution of either Party;
- the number of Netherlands staff; members and their job-descriptions;
- the duration of their stay on the Project;
- a description of the equipment and materials to be made available.

The Project Document shall include a 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 Project Document shall form an integral part of this Administrative Arrangement.

3. The Project Document may be amended by the Executive Authorities in common agreement.

## Article VIII

### *Status of the Netherlands Staff*

The Netherlands staff to this Project shall enjoy the privileges 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 Teamleader shall submit quarterly reports in the English language on the progress made in the implementation 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 Indonesian and English language on all aspects of the work done in connection with the Project.

## Article XI

*Evaluation*

The Executive Authorities will have the Project evaluated at least six months before the end of 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 April 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 Project Document, whichever date is the later.



DONE at Jakarta on 14th February, 1991, 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  
Her Majesty's Ambassador

*For the Indonesian Minister for Development Planning/Chairman of National Development Planning Agency,*

(sd.) SUGIJANTO SOEGIJOKO

Prof. Dr. Sugijanto Soegijoko  
Deputy Chairman for Regional Development

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Het akkoord is ingevolge artikel XIII op 14 februari 1991 in werking getreden, met terugwerkende kracht tot 1 april 1988.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 27 februari 1991 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake het Onderzoekprogramma fosfaat-zure gronden in de vochtige tropen. De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

The Indonesian Ministry of Agriculture, being the competent Indonesian Authority for the purpose of this Administrative Arrangement, represented in this matter by the Secretary General of the Ministry of Agriculture, Ir. Nusyirwan Zen, 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", 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 cooperate in the Research Programme for Acid Sulphate Soils in the Humid Tropics.

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 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 the Research Programme for Acid Sulphate Soils in the Humid Tropics, hereinafter referred to as "the Project."

2. The aim of the Project is the development of methodologies that will contribute to an ecologically sound development of tidal swamps with potential acid sulphate soils in the tropics.

3. This aim shall be pursued by the execution of collaborating research.

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

## Article II

### *The Netherlands Contribution*

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

- experts;
- backstopping;
- training;
- consultancy services;
- operations expenditures;
- soil investigations;
- equipment and materials.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 6,861.730,-.

## Article III

### *The Indonesian Contribution*

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

- counterpart staff;

- supporting personnel;
  - office and laboratory facilities.
2. The value of the Indonesian contribution is estimated at Rp. 149.902.772,-.

#### 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 Agency for Agricultural Research and Development 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.

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

#### Article VI

##### *The Consultant*

The Netherlands consultant 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. The Indonesian Executive Authority shall provide the teamleader 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 and Indonesian team members;
- 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 Operation shall form an integral part of this Administrative Arrangement.

3. The Schedule of Operation 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 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 teamleader 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 Projects, 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 XI

##### *Evaluation*

The Executive Authorities shall evaluate the Project in 1990.

#### Article XII

##### *Settlement of Disputes*

Any dispute arising out of 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 from July 15, 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 Schedule of Operations, whichever date is the later.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Arrangement.

DONE in duplicate at Jakarta on this 27th day of February 1991, in the English language.

*For the Netherlands Ministry for Development Cooperation*

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

G. W. Baron de Vos van Steenwijk

The Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Jakarta.

*For the Indonesian Ministry of Agriculture*

(sd.) NUSYIRWAN ZEN

Ir. Nusyirwan Zen

Secretary General Ministry of Agriculture, Republic of Indonesia.

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Het akkoord is ingevolge artikel XIII op 27 februari 1991 in werking getreden, met terugwerkende kracht vanaf 15 juli 1987.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 28 februari 1991 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake het Project betreffende steun aan het Instituut voor onderzoek van voedselgewassen in Malang. De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

The Secretary General of the Ministry of Agriculture, Mr. Nusyirwan Zen, 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", 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.

Whereas, the two Governments have, on July 15, 1982, signed an Administrative Arrangement concerning the "Strengthening of the Malang Research Institute for Food Crops, MARIF"

Whereas, the two Governments have mutually decided to continue their cooperation in this field, as it has been provided for in Article I of the Administrative Arrangement of July 15, 1982;

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 extending a project to be known as "Strengthening of the Malang Research Institute for Food Crops, phase IV", hereinafter referred to as "the Project."

2. The purpose of the Project is to strengthen the MARIF research efforts aimed at an increased food production and improved economic status of the rural community. This purpose shall be pursued by:

a) Additional financial and technical assistance to be supplied supplementary of the loan of the International Bank of Reconstruction and Development (IBRD) for the strengthening of a Research Institute for Food Crops in the Malang area in East Java;

b) The development of manpower in the field of agricultural research in the region;

c) The support and further expansion of research focused on farming systems and techniques directly applicable and useful for the farming communities;

d) Dissemination of the research results to the farmers;

e) Conducting studies in agro-economic matters and providing recommendations towards improvement of the existing conditions.

3. The aforesaid cooperation between the two Parties is planned to last for 36 months, starting July 1987, with the provisions that at the request of the Indonesian Party the Project can be extended as long as is deemed urgent by both Parties.

## Article II

*The Netherlands Contribution*

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

- to provide qualified short and long term specialists;
- to provide consultancy services;
- to provide equipment including cost of transport, operational funds and materials for the Project;
- to bear the cost for in country and overseas training.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 12.000.000,-.

## Article III

*The Indonesian Contribution*

1. The Indonesian Party shall make the following contributions to the Project:
  - to make available qualified and sufficient counterpart staff;
  - to make for its account the clearance, storage, transportation and insurance of all equipment and material, sent to Indonesia by the Netherlands Party, after arrival at the port of entry;
  - to provide qualified administrative and field station workers and drivers;
  - to make available adequate, well equipped and furnished office space and field stations for the implementation of the Project.
2. The value of the Indonesian contribution is estimated at RP. 500.000.000,-.

## Article IV

*The Executive Authorities*

1. The Indonesian Party shall appoint the Head of the Agency for Agricultural Research and Development (AARD) of the Ministry of Agriculture as the Indonesian Executive Authority in charge of the execution of the Project. The Head of AARD shall, in his turn, appoint the Head Central Research/Institute for Food Crops (CRIFC) to carry out the Indonesian Contribution.
2. The Netherlands Party shall appoint the Directorate General Cooperation of the Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the implementation of the Netherlands contribution to the Project.
3. The Indonesian Executive Authority shall be represented as far as the day to day operations under the Project are concerned, by the Project Manager.
4. The 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. The Project Manager shall have and will respect the overall responsibility for the day to day 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 Authority to the Indonesian personnel.

## Article VIII

### *The Plan of Operations*

1. The Executive Authorities shall establish in common agreement a Plan of Operations to be approved by both Governments.

The Plan of Operations shall indicate 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;
- the training programme;
- a description of the Project, expected Project results and activities to be undertaken.

The Plan 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.

An annual Work Plan is also to be established to determine annual activities and a time-table and contribution in personnel, equipment and materials of either Party.

## 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 material 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 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 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*

The Project shall be subjected to joint evaluations by both Parties. Joint Indonesian - Netherlands evaluation should be carried out during mid-term and at end of the Project.

## Article XIII

*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 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 as from the 15th day of July 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 Plan of Operations, whichever date is the later.

DONE in Jakarta on the 28th day of February 1991, in two originals in the English language.

*For the Netherlands Ministry for Development Cooperation*

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

G. W. Baron de Vos van Steenwijk

The Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Jakarta.

*For the Indonesian Ministry of Agriculture*

(sd.) NUSYIRWAN ZEN

Ir. Nusyirwan Zen

Secretary General Ministry of Agriculture, Republic of Indonesia.

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Het akkoord is ingevolge artikel XIV op 28 februari 1991 in werking getreden, met terugwerkende kracht vanaf 15 juli 1987.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 26 juni 1991 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake het Project voor geïntegreerd waterbeheer, fase II. 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 Adminis-

trative Arrangement, hereinafter referred to as "the Netherlands Party", and the Indonesian Minister of Public Works, 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 "Integrated Water Resources Development Planning Project" (BTA-155, Phase II);

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 entered into the following administrative arrangement:

#### Article I

##### *The Project*

1. The two Parties shall jointly execute a project to be known as the "Integrated Water Resources Development Planning Project" (BTA-155, Phase II), hereinafter referred to as "the Project."

2. The aim of the Project is to strengthen the Ministry of Public Works' capacity to implement Integrated Water Resources Development Planning on national as well as provincial level.

3. This aim shall be pursued by:

- training of the staff of the Water Resources Planning Unit of DGWRD/DPP (Directorate General of Water Resources Development/Directorate Planning & Programming) and IHE (Institute Hydraulic Engineering) Bandung, both on-the-job, and through training courses and fellowships;
- providing advice on the development of a draft National WRD (Water Resources Development) Strategy;
- Consolidating and extending of R & D (Research & Development) activities for WRD (Water Resources Development) planning at IHE Bandung;
- assisting the development of an institutional configuration for WRD planning.

4. The aforesaid co-operation between the two Parties is planned to last 3 years.

#### Article II

##### *The Netherlands Contribution*

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

- to provide a sufficient number of long-term and short-term experts including associate experts and its related costs for the whole project period;
  - to train key personnel of the Project in the Netherlands or Indonesia and to provide all necessary facilities to this end;
  - to finance the leasing of three project cars;
  - to provide a limited amount of (office) equipment and instruments.
2. The total value of the above mentioned Netherlands contribution is estimated at the amount of Dfl. 6,000,000.

### Article III

#### *The Indonesian Contribution*

1. As its contribution to the Project the Indonesian Party undertakes:
- to provide a competent counterpart team as well as trainees, to be indicated in the project document;
  - to provide supporting staff, office space and facilities to finance running costs, including communication, stationary, computer consumables, maintenance of equipment and vehicles;
  - to provide all data and relevant information to execute the Project.
2. The value of the Indonesian contribution is estimated at RP. 510,000,000.

### 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 Directorate General of Water Resources Development of the Ministry of Public Works 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.
4. The above-mentioned Indonesian Executive Authority shall be represented by the Directorate of Planning and Programming, 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 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. 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

*Project Document*

1. The Executive Authorities shall establish by common consent a Project Document indicating in detail the contribution of either Party, the number of Netherlands staffmembers and their job-descriptions, the duration of their stay on the Project and a description of the equipment and materials to be made available.

The Project Document shall include a 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 as well as the methodology of the Project/activities.

2. The Project Document shall form an integral part of this Administrative Arrangement.

3. The Project Document may be amended by the Executive Authorities in common agreement.

## Article VIII

*Status of the Netherlands Staff*

The Netherlands staff 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 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 in the execution of the Project to both Executive Authorities. At the termination of the Project the Team-leader 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 XI

*Evaluation*

The Executive Authorities have the Project evaluated in 1992.

## 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 February, 1st, 1990, 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 Project Document, whichever date is the later.

DONE at Jakarta on the twentysixth day of June 1991, in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

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

G. W. Baron de Vos van Steenwijk  
Her Majesty's Ambassador

*The Indonesian Minister of Public Works*

(sd.) RADINAL MOOCHTAR

Ir. Radinal Moochtar

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Het akkoord is ingevolge artikel XIII op 26 juni 1991 in werking getreden, met terugwerkende kracht tot 1 februari 1990.

Uitgegeven de vierentwintigste december 1991.

*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 de opleiding in satelliet- beeld-interpretatie voor het inventariseren en evalueren van natuurlijke hulpbronnen, in samenwerking met het ITC, Enschede, en PUSPICS, Djokjakarta; Cibinong, 29 juli 1987 . . . . .	2
	Administratief akkoord inzake het Project betreffende het onderzoek en de ontwikkeling van groenten die in het laagland worden verbouwd; Jakarta, 7 december 1990 . . . . .	6
	Administratief akkoord inzake een studie over de regionale ontwikkeling ten behoeve van het Nationale Planbureau Bappenas; Jakarta, 14 februari 1991 . . . . .	12
	Administratief akkoord inzake het Onderzoekprogramma fosfaat-zure gronden in de vochtige tropen; Jakarta, 27 februari 1991 . . . . .	17
	Administratief akkoord inzake het Project betreffende steun aan het Instituut voor onderzoek van voedselgewassen in Malang; Jakarta, 28 februari 1991 . . . . .	22
	Administratief akkoord inzake het Project voor geïntegreerd waterbeheer, fase II; Jakarta, 26 juni 1991 . . . . .	27

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