

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1991 Nr. 20

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.* 1990, 104.

De in rubriek J van *Trb.* 1990, 104 afgedrukte administratieve akkoorden zijn bij brieven van 23 januari 1991 medegedeeld aan de Eerste en 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, 146 en *Trb.* 1990, 104.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 7 mei 1990 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake de verlening van technische steun aan het Indonesische Telecommunicatiebedrijf. 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 Indonesian Minister of Tourism, Post and Telecommunications, Mr. Soesilo Sudarman, 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 Consultancy Services on Relief Project for Urgent Telephone Lines and Junction Network (Project GTA-95).

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 "Consultancy Services on Relief Project for Urgent Telephone Lines and Junction Network (GTA-95)", hereinafter referred to as "the Project."

2. The aims of the Project are:

- the expansion of PRX-A switching in Jakarta and Surabaya;
 - the construction of outside plant network in Jakarta and Surabaya;
- if it is deemed necessary the junction networks will be upgraded;

- the construction of an Optical Fibre transmission system between Jakarta and Surabaya.

3. These aims shall be pursued through consultancy services by:

- developing the control and management capabilities within the Indonesian Telecommunications Administration to carry out the Project;

- ensuring the quality and timely implementation of the Project by supervising the works and establishing suitable acceptance procedures;

- ensuring the transfer of know-how which can be sustained for future large scale projects and providing general technical support towards this.

4. The aforesaid co-operation 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:

- the provision of 203 man month full time available experts for the whole Project period;

- the support from the Netherlands PTT;

- the provision of 10 fellowships;

- the provision of technical equipment, such as a computerized referring system, a filing system, communication and measure equipment.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 4.320.000,-.

Article III

The Indonesian Contribution

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

- provision of full-time and qualified counterpart personnel;

- provision of suitable office space in Jakarta and Bandung including the costs for electricity and water;

- provision of temporary office space in other cities where activities take place;

- provision of office furniture, equipment and secretarial services;

- provision of telephone, telefax and telex facilities for the implementation of the Project only;

– all costs of travel and subsistence within Indonesia of the counterpart personnel within the framework of the Project.

2. The value of the Indonesian contribution is estimated at Rp. 356.250.000,-.

Article IV

The Executive Authorities

1. The Indonesian Party shall appoint the Director General of Post and Telecommunications (POSTEL) Department of Tourism, Post and Telecommunications 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 by the Netherlands Team Leader, 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 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, 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 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 co-operation between the two Parties on the Project will be terminated.

Article XI

Reporting

The Project Manager and 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

The Executive Authorities shall evaluate the Project in 1989 and 1991.

Article XIII

Settlement of Disputes

Any dispute 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 in a way to be decided upon by the latter.

Article XIV

Entry into Force and Duration

This Administrative Arrangement shall enter into force on the date of signature by both Parties, with retroactive effect to October 1st, 1988 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 seventh day of May, 1990, in two originals in the English language.

For the Netherlands Minister for Development Cooperation

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

For the Indonesian Minister of Tourism, Post and Telecommunications

(sd.) SOESILO SOEDARMAN

Soesilo Soedarman

Het akkoord is op 7 mei 1990 in werking getreden, met terugwerkende kracht vanaf 1 oktober 1988.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 5 juli 1990 te Jakarta tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake het Programma betreffende technische steun aan het hydrodynamische laboratorium in Soerabaja. 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 Indonesian Minister of State for Research and Technology, Prof. Dr. Ing. B. J. Habibie, being the competent Indonesian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Indonesian Party",

Having decided to cooperate in "the Technical Assistance Program for a Hydrodynamic Laboratory in Surabaya, Indonesia, TTA-86",

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 "the Technical Assistance Program for a Hydrodynamic Laboratory in Surabaya, TTA-86", hereinafter referred to as "the Project".

2. The aims of the Project are:

- to support the healthy development of the shipping, shipbuilding and the ocean engineering sectors;
- to acquire the necessary knowledge about the hydrodynamic behaviour of the Indonesian waters.

3. These aims shall be pursued by:

- making the potential clients aware of the existence of the Hydrodynamic Laboratory and the benefits of the services it can provide;
- training and educating a sufficient number of Indonesian persons to run the future Hydrodynamic Laboratory;
- providing operational assistance at the start-up of the laboratory to guarantee a real take-off and keeping it airborne;
- connecting the future institute to the international information system on hydrodynamic research in order not to be isolated from developments in the rest of the world.

4. The foresaid cooperation between the two Parties is planned to last five years and six months.

Article II

The Netherlands Contribution

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

- the provision of a sufficient number of short-term and long-term experts for the whole period of the Project;
- to take care of transportation for all consultant experts as well as lecturers for the seminars;
- to train key personnel of the Project in the Netherlands and to provide all necessary facilities to this end;
- to provide operational office facilities for the Project Management Team, excluding rental fees for office space, including rent, operation and maintenance of a team car;
- to take care of the acquisition of books for the library and to take care of linking up the Project to a relevant international information network.

2. The total expenses of the aforementioned Netherlands contribution is estimated at Dfl. 7,500,000.-.

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 as indicated in the Project document;
- to finance travelling costs for counterparts both in and outside Indonesia;
- to provide the consultants with telephone and telefax facilities;
- to finance the costs for training in Indonesia, including lodging and living expenses;
- to bear all other miscellaneous expenses in Indonesia in connection with this Project which are not covered under the Netherlands contribution.

2. The value of the Indonesian contribution is estimated at Rp 3 billion.

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 Agency for the Assessment and Application of Technology (BPPT) as the Indonesian Executive Authority in charge of the implementation of the Project.

3. The aforementioned Netherlands Executive Authority shall be represented in Indonesia and in the Netherlands as far as the day-to-day operations of the Project are concerned, by the Netherlands Project Coordinator.

Article V

Delegation

Each of the Executive Authorities, mentioned in Artikel 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 Coordinator

The Project Coordinator shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Project Coordinator 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 Project Coordinator 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 staff members 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 timetable 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 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 applica-

ble 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 Project Coordinator shall submit each half year reports in the English language on the progress made in the execution of the Project to both Executive Authorities. The first report will be submitted in January 1990.

At the termination of the Project the Project Coordinator 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 shall evaluate the Project.

Article XII

Settlement of Disputes

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

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with retroactive effect to August 1, 1989 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 Project Document, whichever date is later.

DONE at Jakarta on the fifth day of July 1990 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

The Indonesian Minister of State for Research and Technology/Chairman, Agency for the Assessment and Application of Technology

(sd.) B. J. HABIBIE

Prof. Dr. Ing. B. J. Habibie

Het akkoord is op 5 juli 1990 in werking getreden, met terugwerkende kracht vanaf 1 augustus 1989.

Uitgegeven de *achtste* februari 1991.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK