

**UNITED NATIONS, INTERNATIONAL LABOUR ORGANISATION,
FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED
NATIONS, UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION, INTERNATIONAL CIVIL AVIA-
TION ORGANIZATION, WORLD HEALTH ORGANIZATION
(MEMBERS OF THE TECHNICAL ASSISTANCE BOARD)**

and

INDONESIA

**Basic Agreement for the provision of technical assistance under
the expanded programme. Signed at Djakarta, on 2 November
1950**

**Supplemental Agreement No. 1 for the provision of technical
assistance under the expanded programme. Signed at Djakarta,
on 2 November 1950**

**Supplemental Agreement No. 2 for the provision of technical
assistance under the expanded programme. Signed at Djakarta,
on 2 November 1950**

Official texts: English.

Registered ex officio on 5 March 1951.

No. 1071. BASIC AGREEMENT¹ BETWEEN THE SECRETARY-GENERAL OF THE UNITED NATIONS, ON BEHALF OF THE INTERNATIONAL ORGANIZATIONS MEMBERS OF THE TECHNICAL ASSISTANCE BOARD, AND THE GOVERNMENT OF INDONESIA FOR THE PROVISION OF TECHNICAL ASSISTANCE UNDER THE EXPANDED PROGRAMME. SIGNED AT DJAKARTA, ON 2 NOVEMBER 1950

The United Nations, the International Labour Office, the Food and Agricultural Organization, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization and the World Health Organization (hereinafter referred to as "the Organizations") desire to give effect to resolution 304 (IV) on an Expanded Programme of Technical Assistance for Economic Development of Under-Developed Countries adopted by the General Assembly of the United Nations on 16 November 1949.² The General Assembly, in adopting this resolution, considered the recommendations of the Economic and Social Council adopted in its resolution 222 (IX) of 15 August 1949,³ and approved the observations and guiding principles set out in annex I to part A of that resolution,⁴ and the arrangements made by the Council for the administration of the programme.

The Government of Indonesia (hereinafter called "the Government") has requested technical assistance in furtherance of its plans for economic development and the attainment of higher levels of economic and social welfare for its people; and the Organizations, having examined the report of the recent Exploratory Mission, on which a number of them were represented, consider that the request of the Government is compatible with the provisions of the resolutions referred to above. The details of such technical assistance will be set forth from time to time in technical assistance agreements supplemental to this Basic Agreement.

The Secretary-General of the United Nations in his capacity as Chairman of the Technical Assistance Board, on behalf of the Organizations, and the

¹ Came into force on 2 November 1950, by signature.

² United Nations, document A/1251.

³ United Nations, document E/1553.

⁴ United Nations, *Treaty Series*, Vol. 76, p. 132.

Government, declaring that their mutual responsibilities shall be fulfilled in a spirit of friendly co-operation and that the detailed application of such responsibilities shall be arranged on a basis of mutual understanding, have entered into this Basic Agreement through their undersigned duly authorized representatives:

Article I

FURNISHING OF TECHNICAL ASSISTANCE

(a) In the light of the findings of the above-mentioned Exploratory Mission, the Organizations will send to Indonesia the following technical assistance personnel (hereinafter referred to as "the personnel"):

1. A resident technical assistance representative to be appointed for an initial period of one year.
2. Senior technical experts in eight major fields appointed for an initial period of one year.
3. Specialists in various fields in such number and for such periods as may be agreed upon.

Supplemental Agreement No. 1¹ concerning the resident representative and Supplemental Agreement No. 2² concerning the senior technical experts will be entered into separately but concurrently with the Agreement by the Secretary-General on behalf of the Organizations and by the Government. Agreements with regard to the specialists will be negotiated separately by the Organizations concerned on the basis of technical assistance projects planned by the Government with the advice of the resident representative and the competent experts.

(b) The technical assistance furnished by the Organizations shall be given in accordance with the observations and guiding principles in annex I to part A of resolution 222 (IX) of the Economic and Social Council of the United Nations which are attached hereto and made a part hereof.³

(c) Technical assistance furnished under this Agreement and supplemental agreements may, to the extent agreed between the Organizations and the Government, also take the form of the provision of fellowships or other arrangements for study and training outside the country.

(d) Any technical or other equipment or supplies provided by the Organizations in connexion with the technical assistance furnished under this Agreement and supplemental agreements shall remain the property of the Organizations unless and until title thereto is transferred on terms and conditions agreed upon between the Organizations and the Government.

¹ See p. 174 of this volume.

² See p. 182 of this volume.

³ United Nations, *Treaty Series*, Vol. 76, p. 132.

(e) The personnel shall, in the course of the advisory work, make every effort to instruct such of the Government's staff as may be associated with the personnel, in the methods, techniques and practices of their work and in the principles on which these are based, and the Government shall, whenever practicable, attach technical staff to the personnel for this purpose.

(f) As part of the technical assistance to be furnished under this Agreement and supplemental agreements, the Organizations may arrange for the carrying out of laboratory or other tests, experiments or research outside the country.

(g) The personnel shall be solely responsible to and under the supervision and direction of the Organizations.

Article II

CO-OPERATION OF THE GOVERNMENT WITH RESPECT TO THE PROVISION OF TECHNICAL ASSISTANCE

(a) The Government shall comply with the provisions for "participation of requesting Governments" in the "Observations and Guiding Principles" in annex I to part A of resolution 222 (IX) of the Economic and Social Council of the United Nations, attached hereto and made part hereof,¹ in particular by providing or permitting access to adequate information, facilitating appropriate contacts with Government agencies, individuals, and groups within the country; giving appropriate consideration to advice received; establishing the necessary co-ordinating mechanism; giving publicity within the country to the technical assistance provided, and undertaking sustained efforts to carry forward the work initiated or contemplated as result of the technical assistance provided.

(b) The Government shall, while the agreement is in force, promptly inform the Organizations in writing of any technical assistance requested or received by it during the past two years or hereafter from any other international organization or any government, on a matter dealt with in this Basic Agreement or any agreement supplemental to it.

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

(a) The Organizations shall, in respect of the technical assistance provided under article I of this Agreement, defray those costs which are payable outside Indonesia or such proportions thereof as may be specified in the Supplemental Agreements relating hereto regarding:

¹ United Nations, *Treaty Series*, Vol. 76, p. 132.

- (i) The salaries of the personnel;
- (ii) Subsistence and travel of the personnel from their place of recruitment to the port of entry into the country as well as displacement allowance where applicable;
- (iii) Any other necessary travel outside the country;
- (iv) Insurance of the personnel;
- (v) Purchase and transport to the country of any equipment or supplies essential to the implementation of any technical assistance under this agreement or supplemental agreements;
- (vi) Any other expenses incurred outside the country and necessary for the provision of technical assistance under this Agreement and supplemental agreements.

(b) The Government shall assume responsibility for such part of the costs of the technical assistance to be furnished under this Agreement and supplemental agreements as can be paid for in local currency, or otherwise, to the extent that may be specified in the supplemental agreements.

(c) For the purpose of meeting expenses under paragraph (b), the Government shall establish, maintain and place at the disposal of the resident technical assistance representative, or in his absence of another person designated by the Organizations, a local currency fund or funds, in such amounts and under such procedures as may be specified in supplemental agreements. Any unused balance, after due rendering of accounts, shall be returned to the Government upon final departure of the relevant personnel from the country.

(d) In lieu of the provision of local currency, the services and payments specified in paragraph (b) may, to the extent mutually agreed, be provided directly by the Government.

(e) In addition to other payments under this article, the Government shall provide to the personnel, at its own expense, after consultation with the resident technical assistance representative or the person referred to under (c) above:

- (i) Adequate office facilities, office supplies and equipment;
- (ii) The necessary local secretarial, interpreter-translator and related assistance;
- (iii) Any other facilities mutually agreed upon.

The Government shall assume all administrative and financial responsibilities related to the provision of the facilities specified in this paragraph.

(f) In appropriate cases the Government shall provide such land, labour, equipment, supplies and other services or property as may be needed, which will be determined as the need arises in agreement with the Organizations.

(g) The Organizations shall, in respect of the technical assistance provided under article I of this Agreement, make provision for fellowships and scholarships in accordance with the supplemental agreements relating thereto, and with the existing administrative arrangements regarding such fellowships and scholarships set out in the various brochures and administrative instructions of the respective organizations.

Article IV

FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government shall take all practicable measures to facilitate the activities of the Organizations under article I and to assist the personnel in obtaining such services and facilities as may be required to carry on these activities.

(b) Notwithstanding that the Government may or may not have already ratified or acceded to the Conventions on the Privileges and the Immunities of the United Nations¹ and of the Specialized Agencies,² the Government shall accord to the personnel and to the Organizations their property and assets in connexion with the performance of this Agreement and supplemental agreements, all the privileges and immunities which are normally accorded to the Organizations, their property, assets, officials and experts under the provisions of those Conventions.

Article V

PUBLICATION OF FINDINGS

The Government shall, in consultation with the Organizations, arrange for the publication of information, or shall provide, for study and analysis, material suitable for publication regarding the results of the technical assistance provided under the terms of this Agreement and supplemental agreements, and the experience derived therefrom, including any report or findings of any expert, so that it may be of full use within the country and of value to other countries and to the international organizations rendering technical assistance to governments under the expanded programme. Any such publications by or through the Organizations shall be undertaken only after consultation with the Government.

¹ United Nations, *Treaty Series*, Vol. 1, pp. 15 and 263; Vol. 4, p. 461; Vol. 5, p. 413; Vol. 6, p. 433; Vol. 7, p. 353; Vol. 9, p. 398; Vol. 11, p. 406; Vol. 12, p. 416; Vol. 14, p. 490; Vol. 15, p. 442; Vol. 18, p. 382; Vol. 26, p. 396; Vol. 42, p. 354; Vol. 43, p. 335; Vol. 45, p. 318; Vol. 66, p. 346, and Vol. 70, p. 266.

² United Nations, *Treaty Series*, Vol. 33, p. 261; Vol. 43, p. 342; Vol. 46, p. 355; Vol. 51, p. 330; Vol. 71, p. 316; Vol. 76, p. 274, and Vol. 79, p. 326.

*Article VI*MODIFICATION OF AGREEMENT, SUPPLEMENTAL
AGREEMENTS AND TERMINATION

(a) This Agreement and any supplemental agreement may be modified by mutual consent of the Organizations concerned and the Government, each of which shall give full and sympathetic consideration to any request by the other for such modification.

(b) This Basic Agreement may be terminated by either party upon written notice to the other, termination to take effect sixty days from receipt of such notice. Termination of this Basic Agreement shall be deemed to constitute a termination of any supplemental agreements which have been concluded and annexed hereto. Any supplemental agreement may also be separately terminated upon notice by either party thereto to the other without affecting the Basic Agreement which may continue to remain in force.

(c) Any differences as to the interpretation of this Agreement or any supplemental agreement that are not settled directly by the parties shall be settled by recourse to arbitration. In that case each party shall appoint one arbitrator. Any differences that these cannot settle between themselves shall be submitted to a third arbitrator appointed by them to decide without further recourse.

IN WITNESS WHEREOF the representative of the Government and the representative of the Secretary-General of the United Nations have signed this Agreement at Djakarta this second day of November 1950, in two copies in English. The supplemental agreements shall be in force as from this date.

For the United Nations, the International Labour Office, the Food and Agriculture Organization, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization, and the World Health Organization:

For the Secretary-General of the United Nations:

(Signed) M. S. ADISESHIAH

Member, Technical Assistance Board

For the Government of Indonesia:

(Signed) Mohamad ROEM

Minister for Foreign Affairs

SUPPLEMENTAL AGREEMENT No. 1¹ BETWEEN THE SECRETARY-GENERAL OF THE UNITED NATIONS, ON BEHALF OF THE INTERNATIONAL ORGANIZATIONS MEMBERS OF THE TECHNICAL ASSISTANCE BOARD, AND THE GOVERNMENT OF INDONESIA FOR THE PROVISION OF TECHNICAL ASSISTANCE UNDER THE EXPANDED PROGRAMME. SIGNED AT DJAKARTA, ON 2 NOVEMBER 1950

The Secretary-General of the United Nations, in his capacity as Chairman of the Technical Assistance Board, on behalf of the United Nations, the International Labour Office, the Food and Agriculture Organization, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization, and the World Health Organization,

and

The Government of Indonesia (hereinafter called "the Government") desire to implement the Basic Agreement for technical assistance concluded between them under date of 2 November 1950 the provisions of which are by reference made a part hereof.

THEREFORE the Secretary-General and the Government have entered into this Supplemental Agreement No. 1 through their undersigned duly authorized representatives:

Article I

TECHNICAL ASSISTANCE TO BE PROVIDED

1. The Secretary-General shall within the limits prescribed in the Basic Agreement arrange to appoint, as soon as practicable, a resident technical assistance representative (hereinafter referred to as "the Representative") initially for a period of one year, whose duties will be as follows and who will represent jointly the Organizations mentioned above, working in close co-operation with the experts appointed by the Organizations.

(a) To assist and advise the Government of Indonesia regarding the presentation of technical assistance requests which it may wish to submit to the United Nations or the specialized agencies, taking into account:

- (i) the relative urgency of specific projects within the general economic development programme and policies of the Government,
- (ii) the technical assistance resources of the Organizations mentioned above,

¹ Came into force on 2 November 1950, by signature.

- (iii) any other existing or projected technical assistance activities in the country.
- (b) To assist in ensuring the effective rendering of assistance by the various Organizations mentioned above and in harmonizing the activities of experts and specialists provided by these Organizations.
- (c) To assist the Government in ensuring that technical services of the Government have at their disposal suitably qualified personnel.
- (d) To receive from the Government of Indonesia for transmission to the individual experts and specialists provided by the Organizations mentioned above any funds payable by the Government to these experts under the specific agreements governing their services in Indonesia.
- (e) To assist and advise the appropriate authorities of the Government of Indonesia in the selection of candidates for fellowships or scholarships of the Organizations concerned and in the presentation of related applications.
- (f) In all matters pertaining to technical assistance to maintain the most effective liaison between the Government of Indonesia, and the Organizations mentioned above, and in this connexion to make every effort to facilitate direct contact and co-operation between the experts and the various technical departments of the Government.

2. The duties mentioned above refer to activities under the Expanded Programme of Technical Assistance and will be performed in accordance with the terms of the Basic Agreement and the decisions of the Technical Assistance Board. In addition, these duties may, as the Organizations mentioned above deem it appropriate, refer to activities of these Organizations undertaken under their regular technical assistance programmes, in which case the relevant resolutions would apply.

3. These duties will be performed in full consultation with the Organizations mentioned above.

4. In the performance of his duties the Representative shall work in close consultation and full co-operation with the competent agencies of the Government of Indonesia and any associated authority, charged with the execution of development projects in Indonesia. He will keep the Organizations mentioned above, informed by correspondence and periodic reports either to the Executive Secretary of TAB or direct to the Organizations of development plans, proposals and demands, as well as of the progress of projects undertaken and technical assistance activities pursued in Indonesia. He will report regularly to the Secretary-General, in the latter's capacity as Chairman of TAB, on his activities in the country.

Article II

LIAISON

The Government designates the Secretary-General of the Ministry of Foreign Affairs as the central co-ordinating agency for the purpose of article II (a) of the Basic Agreement as applied to this Supplemental Agreement.

Article III

DETAILED ADMINISTRATIVE AND FINANCIAL OBLIGATIONS

1. The obligations of the Government for costs, under article III (b) of the Basic Agreement, shall be subject to the following provisions:

The Government undertakes to provide for the Representative, and any immediate dependants who may accompany him to Indonesia on this present assignment, free furnished living quarters of a standard in keeping with his position and the task he has to perform.

The Government will also defray the cost of:

- (a) Medical care and hospitalization of the Representative and his immediate dependants while in Indonesia;
- (b) An appropriate office with normal facilities, and supplies, equipment and other materials needed by the Representative for his work, as well as official postal, telegraph and telephone communications together with the services of a liaison officer;
- (c) A senior Indonesian substantive officer to assist him full time, who, after a period of training, would be expected to assume a progressively greater share of the responsibility of running the Representative's office;
- (d) Such technical and secretarial help as the Representative may need;
- (e) Automobile vehicle for transportation for the Representative and any official travel which he may have to undertake in Indonesia in the performance of his task;
- (f) For days of travel on duty with Indonesia, involving absence from his normal living quarters, full subsistence covering board and lodging plus an incidental expenses allowance equivalent to 25 per cent payable in local currency, amounting to 72 rupiahs a day.

With reference to items (b) and (d) above, it is understood that the accommodation to be provided will be adequate for the Representative's needs and to enable the office to serve also as a local headquarters for such other experts

as may be provided to Indonesia by the Organizations mentioned above in connexion with their technical assistance activities in Indonesia.

2. The local currency fund provided for in article III (c) of the Basic Agreement shall initially be in an amount of 22,540 rupiahs. It shall at no time be less than 12,000 rupiahs, being the agreed estimated total amount of local currency expenses of the Representative for six months, covering lodging and *per diem* while on travel.

IN WITNESS WHEREOF the Representatives of the Government and the Secretary-General of the United Nations have signed this Supplemental Agreement at Djakarta this second day of November 1950, in two copies in English. The Supplemental Agreement shall be in force as from this date.

For the United Nations, the International Labour Office, the Food and Agriculture Organization, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization, and the World Health Organization:

For the Secretary-General of the United Nations:

(Signed) M. S. ADISESHIAH

Member, Technical Assistance Board

For the Government of Indonesia:

(Signed) Mohamad ROEM

Minister for Foreign Affairs

SUPPLEMENTAL AGREEMENT No. 2¹ BETWEEN THE SECRETARY-GENERAL OF THE UNITED NATIONS, ON BEHALF OF THE INTERNATIONAL ORGANIZATIONS MEMBERS OF THE TECHNICAL ASSISTANCE BOARD, AND THE GOVERNMENT OF INDONESIA FOR THE PROVISION OF TECHNICAL ASSISTANCE UNDER THE EXPANDED PROGRAMME. SIGNED AT DJAKARTA, ON 2 NOVEMBER 1950

The Secretary-General of the United Nations, in his capacity as Chairman of the Technical Assistance Board, on behalf of the United Nations, the International Labour Office, the Food and Agriculture Organization, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization and the World Health Organization,

and

The Government of Indonesia (hereinafter called "the Government") desire to implement the Basic Agreement for technical assistance concluded between them under date of 2 November 1950 the provisions of which are by reference made a part hereof.

THEREFORE, the Secretary-General and the Government have entered into this Supplemental Agreement No. 2 through their undersigned duly authorized representatives:

Article I

TECHNICAL ASSISTANCE TO BE PROVIDED

1. The Secretary-General of the United Nations shall within the limits prescribed in the Basic Agreement arrange to appoint as soon as practicable for an initial period of one year:

- (a) One senior technical expert in economic affairs;
- (b) One senior technical expert in social affairs.

2. The Director-General of the International Labour Office shall within the limits prescribed in the Basic Agreement arrange to appoint as soon as practicable for an initial period of one year:

- (a) One senior technical expert in labour matters.

3. The Director-General of the Food and Agriculture Organization shall within the limits prescribed in the Basic Agreement arrange to appoint as soon as practicable for an initial period of one year:

- (a) One senior technical expert in agriculture;
- (b) One senior technical expert in forestry.

¹ Came into force on 2 November 1950, by signature.

4. The Director-General of the United Nations Educational, Scientific and Cultural Organization shall within the limits prescribed in the Basic Agreement arrange to appoint as soon as practicable for an initial period of one year:

(a) One senior technical expert in education.

5. The Secretary-General of the International Civil Aviation Organization shall within the limits prescribed in the Basic Agreement arrange to appoint as soon as practicable for an initial period of one year:

(a) One senior technical expert in civil aviation.

6. The Director-General of the World Health Organization shall within the limits prescribed in the Basic Agreement arrange to appoint as soon as practicable for an initial period of one year:

(a) One senior technical expert in public health.

7. It shall be the duty of these experts in association with the Resident Technical Assistance Representative:

(a) To assist the Government of Indonesia in their respective assigned fields;

(b) To assist the Government of Indonesia in the planning of further technical assistance projects within their respective fields of competence and in the presentation of requests for technical assistance to the Organizations by which they have been appointed;

(c) To assist the Government of Indonesia in the selection of candidates for fellowships or scholarships awarded by their Organization and in the presentation of related applications.

8. The duties mentioned above refer to activities under the Expanded Programme of Technical Assistance and will be performed in accordance with the terms of the Basic Agreement and the decisions of the Technical Assistance Board. In addition, these duties may, as the Organizations mentioned above deem it appropriate, refer to activities of these Organizations undertaken under their regular technical assistance programmes, in which case the relevant resolutions would apply.

9. These duties will be performed in full consultation with the Organizations by which the senior technical experts are appointed.

Article II

DETAILED ADMINISTRATIVE AND FINANCIAL OBLIGATIONS

1. The obligation of the Government for costs under article III (b) of the Basic Agreement shall be subject to the following provisions:

The Government undertakes to provide for the experts and any immediate dependants who may accompany them to Indonesia on this present assignment

free furnished living quarters of a standard in keeping with their position and the tasks they have to perform.

The Government will also defray the cost of:

- (a) Medical care and hospitalization of the experts and their immediate dependants while in Indonesia;
- (b) Appropriate offices with normal facilities and supplies, equipment and other materials needed by the advisers for their work as well as official postal, telegraph, and telephone communications;
- (c) Such technical and secretarial help as the advisers may need;
- (d) Automobile vehicles for experts and any official travel which they may have to undertake in Indonesia in the performance of their tasks;
- (e) For days of travel on duty within Indonesia involving absence from their normal living quarters, full subsistence, covering board and lodging, plus an incidental expenses allowance, equivalent to 25 per cent, payable in local currency, amounting to 72 rupiahs a day.

2. The local currency fund provided for in article III (c) of the Basic Agreement shall initially be in an amount of 180,320 rupiahs. It shall at no time be less than 90,160 rupiahs, being the agreed estimated total amount of local currency expenses of the cost of lodging and *per diem* while on travel duty for the experts for six months.

IN WITNESS WHEREOF the Representatives of the Government and the Secretary-General of the United Nations have signed this Supplemental Agreement at Djakarta this second day of November 1950 in two copies in English. This Supplemental Agreement shall be in force as from this date.

For the United Nations, the International Labour Office, the Food and Agriculture Organization, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization and the World Health Organization:

For the Secretary-General of the United Nations:

(Signed) M. S. ADISESHIAH

Member, Technical Assistance Board

For the Government of Indonesia:

(Signed) Mohamad ROEM

Minister for Foreign Affairs