

No. 1621

**UNITED NATIONS
and
INDONESIA**

**Agreement (with annex) for the provision of technical
assistance. Signed at Paris, on 6 February 1952**

Official text: English.

Registered ex officio on 6 February 1952.

**ORGANISATION DES NATIONS UNIES
et
INDONÉSIE**

**Accord (avec annexe) relatif à la fourniture d'une assistance
technique. Signé à Paris, le 6 février 1952**

Texte officiel anglais.

Enregistré d'office le 6 février 1952.

No. 1621. AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT PARIS, ON 6 FEBRUARY 1952

PREAMBLE

CONSIDERING that one of the objectives laid down in the Preamble of the Charter of the United Nations is "to promote social progress and better standards of life in larger freedom";

CONSIDERING that Chapter IX of the Charter, under the title "International Economic and Social Cooperation," lays down principles for cooperation to this end;

CONSIDERING the Resolutions of the General Assembly and the recommendations of the Economic and Social Council, as formulated in its Resolution 222 (IX)² which lays down as a primary objective to help under-developed countries "to strengthen their national economies through the development of their industries and agriculture, with a view to promoting their economic and political independence in the spirit of the Charter of the United Nations, and to ensure the attainment of higher levels of economic and social welfare for their entire populations";

CONSIDERING the execution of basic and supplementary agreements for the provision of technical assistance between the Government of the Republic of Indonesia, the United Nations and the Specialized Agencies, which already have established programmes of technical assistance in Indonesia;

CONSIDERING that the Government of the Republic of Indonesia has requested the United Nations to assist in the establishment of a Planning Bureau composed of experts in various fields of economic development which Bureau is to become a research and advisory organ of a State Planning Board having power to prepare general as well as specific developmental plans for Indonesia;

¹ Came into force on 6 February 1952, as from the date of signature, in accordance with article XV.

² United Nations document E/1553.

CONSIDERING that the United Nations is prepared to cooperate with the Government of the Republic of Indonesia by recruiting experts for the said Planning Bureau and by providing funds to assist in financing their employment;

The Contracting Parties (hereinafter referred to respectively as the United Nations and the Government) have concluded the present agreement, for the purposes therein specified, the several articles and provisions of which are as follows :

Article I

The implementation of this Agreement shall be subject to the principles established in Annex I to Resolution 222 (IX) A, dated 15 August 1949¹, of the Economic and Social Council of the United Nations concerning the Expanded Programme of Technical Assistance for the Economic Development of Under-Developed Countries.

Article II

The Government requests the United Nations to recruit for the aforesaid Planning Bureau the following technical experts :

- One expert on monetary and fiscal matters
- One expert on national income and accounts
- One expert on labour productivity and vocational training

- One expert on immigration and population matters
- One expert on agriculture and natural resources
- One expert on the economics of industry.

The nomination and recruiting by the United Nations of the above six experts does not preclude the Government from again requesting the United Nations for the nomination and recruiting of further experts within the limits of the obligations of the United Nations provided in Article VIII below.

Article III

The United Nations will furnish the Government with the names and qualifications of an adequate number of candidates for the posts enumerated in Article II above and, wherever necessary or desirable, will consult with the Specialized Agencies in providing such candidates. These candidates shall be persons of proved technical experience and competence, as well as unquestionable integrity, and shall be selected from various countries. From the candidates so nominated by the United Nations the Government will select, appoint and employ the required experts for appropriate posts in the Planning

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

Bureau, where such experts shall serve under the instructions of the Government in accordance with the contracts of employment to be concluded between them and the Government.

Article IV

The functions to be performed by these experts, as members of the Planning Bureau, shall be those determined by the State Planning Board as soon as it is established, as well as in such other regulations of the Government as may be applicable setting out the nature of the Planning Bureau, its methods of operation, including the proposed budget for the programme.

Article V

The experts so employed by the Government for the Planning Bureau shall hold contracts which shall run for the period specified in the contract of employment. If, for any reason, any experts so employed should prove unsatisfactory to the Government, he may be relieved of his functions, after consultation with the United Nations, in accordance with the terms of his contract.

Article VI

In recognition of the interests of the United Nations in the Planning Bureau project with which this Agreement is concerned, the Government of Indonesia agrees to forward semi-annual reports on the work of the Bureau and/or individual experts to the Technical Assistance Administration for study and information.

Article VII

The Government shall make available funds for the payment to the experts and their dependents, of their travel expenses, salaries, medical care, allowances and all other obligations of the Government toward the experts in accordance with the terms of their employment contract. The lodging and services provided by the Government shall be appropriate to the condition and status of the said experts.

Article VIII

In order that the Government may obtain the services of experts possessing the highest qualifications to staff the Planning Bureau, the United Nations agrees to hold available, for the use of this programme, during the life of the Agreement, funds not to exceed \$180,000, commencing from the effective date

of this Agreement, subject to the continued recommendation and authorization of expenditures for the technical assistance programme by the Economic and Social Council and the General Assembly, and in accordance with the financial regulations of the United Nations. These funds shall be used by the United Nations in defraying its costs in this programme including its obligation to reimburse the Government for a portion of the expenditures made by it for the recruiting, travel expenses, salaries, and all other legal obligations of the Government to the expert, as provided for in the contract of employment to the extent that for each expert so recruited and employed by the Government, the United Nations will reimburse the Government to an amount equivalent to \$10,000 per annum, payable in the currency provided for in the contract of employment, the said reimbursement to be effected in the manner provided by Article IX below.

Article IX

Upon receipt by the United Nations from the Government, at the end of each quarterly annual period from the date of the commencement of this Agreement, of reasonable evidence of the expenditures made by the Government in the recruiting, employment and servicing of each expert subject to the Agreement, as provided for in the contract of employment, the United Nations will pay to the Government, in the currency provided for in the contract of employment, that proportion of the equivalent of \$10,000 that the Government's quarterly expenditure already made bears to the projected expenditures for a period of one year in favour or on behalf of such expert. The further details for the implementation of this arrangement shall be agreed upon between the Parties as evidenced in an exchange of letters or notes.

Article X

Any liabilities or obligations, including accrued emoluments, costs of repatriation, termination indemnities, compensation, and other claims, arising from the experts' contract of employment which are not met by the Government, may be paid by the United Nations and deducted from the funds provided in Article VIII above.

Article XI

In order to obtain the services of persons of the highest qualifications to serve as experts staffing the Planning Bureau, the Government shall furnish them with contracts of employment in which shall be included all provisions intended to govern their legal rights and duties as employees of the Government.

These shall include salary, duration, method and notice of termination, benefits, leave and arbitration of any differences arising under the contract. Nothing in the conditions of employment shall be intended to affect the nationality or citizenship of such experts.

Article XII

The terms of the contracts of employment, and the arrangements for all payments to be made in accordance with Article IX above, shall be determined by the Government in agreement with the United Nations.

Article XIII

The contracts of employment shall provide for such privileges and immunities as are necessary for the adequate exercise of the functions of the experts as staff members of the Planning Bureau. In particular, no taxes, imposts or similar restrictions shall be imposed by the Government on any payments made to the experts under the terms of their employment contract.

Article XIV

It is understood that the conclusion and the full discharge of a contract of employment is an essential element of the undertakings exchanged between the Parties to the present Agreement and the general terms of the contract shall form a part of this Agreement and are accordingly set out in Annex I hereof.

Article XV

This Agreement shall enter into force on the day on which it is signed. It shall remain in effect for a period of three years, or, in the event that either Party shall give notice to the other of its intention to terminate the Agreement, until three months from the date of such notice. This Agreement may be extended by the Parties by mutual consent evidenced in an exchange of letters or notes.

Article XVI

If, during the life of this Agreement, either Party should consider that it should be amended, it will so notify the other Party in writing, and the two Parties shall thereupon consult with a view to agreeing upon the amendment.

Article XVII

Any dispute between the Parties concerning the interpretation or application of this Agreement or of any supplemental agreement relating to this Agreement, which is not settled by negotiation or other agreed mode of settlement, shall

be referred for final decision to a tribunal of three arbitrators, one to be named by the United Nations, one to be named by the Government of the Republic of Indonesia, and the third to be chosen by the two, or, if they should fail to agree upon a third, then by the President of the International Court of Justice.

Article XVIII

Agreements or arrangements supplemental to this Agreement may be concluded between the Parties and may remain in force independently of the life of this Agreement for such periods as may be determined in each such supplemental agreement or arrangement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by the Government of the Republic of Indonesia and the United Nations respectively, have signed the present documents in duplicate in the English language, both texts authentic, in the city of Paris on the 6th day of February of the year one thousand nine hundred and fifty-two.

For the Indonesian Government :
M. L. N. PALAR

For the United Nations :
G. MARTÍNEZ CABAÑAS

ANNEX

CONTRACT OF EMPLOYMENT

1. The Government of the Republic of Indonesia, (hereinafter called "the Government") represented by Mr. hereby offers to Mr. (hereinafter called "the appointee"), and the appointee hereby accepts an appointment as an executive staff member of the Planning Bureau of the Planning Board of the Government under the terms and conditions specified herein, in implementation of the Agreement for the Provision of Technical Assistance concluded between the Government and the United Nations on 6 February 1952.

2. The appointee shall be responsible to the Government for the performance of the services and duties as
Expert of the Planning Bureau.

3. The appointment shall commence on and shall continue for a period of months. This period shall include the time which is required for the appointee to travel from his home country to Djakarta and return. This period shall also include any leave to which the undersigned is entitled under paragraphs 10 and 11.

4. (a) The appointee shall receive a salary equivalent to U.S. \$9,600.00 (nine thousand six hundred United States Dollars) per annum payable monthly; this salary shall be exempt from taxation by the Government; this salary shall be paid monthly in currency, this being the currency of the home country of the appointee, or at his option up to 50 % in Indonesian currency at the most favourable rate of exchange as provided in par. 15 (b), and shall be deposited in a bank or banks to be designated by the appointee.

(b) In addition to the salary specified above, the appointee shall be paid for the first 30 days of his stay in Indonesia, to cover his installation expenses, a subsistence allowance of 72 rupiahs per day. After the first 30 days of his stay in Indonesia, the appointee shall be paid a lodging allowance of 28 rupiahs per day. If the appointee has any of his dependents, as specified in paragraph 8, residing with him in Indonesia, this lodging allowance shall be increased to 44 rupiahs per day. The subsistence and lodging allowances specified in this paragraph shall be subject to such revision that the allowances paid to the appointee shall always be equal to those paid by the Government to experts assigned to Indonesia by the United Nations under the Expanded Programme of Technical Assistance. The subsistence allowance and lodging allowance specified in this paragraph shall be payable in local currency, or alternatively the Government shall provide lodging in kind appropriate to the conditions and status of the appointee and his dependents, if any.

(c) The appointee shall be reimbursed by the Government for any income taxes which he may be required to pay on salary and allowances received under the terms of this contract.

5. This contract may be terminated for any reason by the Government after consultation with the United Nations before the expiration date specified, provided that the appointee shall receive not less than thirty calendar days' notice and shall be paid an indemnity of five days' salary for each month remaining in the unexpired portion of this contract. This indemnity shall be calculated on the basis of the salary of the appointee at the time of his termination and shall be payable in the currency of his home country.

6. This contract may be terminated by the appointee for any reason before the expiration date specified, after 30 days' notice but in the event of such termination no indemnity shall be paid to him.

7. When this contract takes effect, the Government shall pay the appointee a clothing allowance which shall be equivalent of U.S. \$200 (two hundred United States Dollars), payable in the currency of the appointee's home country.

8. In respect of travel from the home country of the appointee to Indonesia and return, the Government shall either prepay or make reimbursement for the travel expenses for the appointee, for his wife and for each of his children who is dependent

upon him for main and continuing support and who is under the age of eighteen years or, if the child be in full time attendance at a school or university in Indonesia (or in a neighboring country), or is totally disabled, under the age of 21 years; provided that for the purposes of return travel expenses the Government shall consider a child as a dependent, for a reasonable period after the child has reached the age of eighteen or twenty-one, as appropriate. The term "travel expenses" as used in this paragraph shall include the costs of transportation, a subsistence allowance while en route for the appointee and his dependents equal to the travel subsistence allowances for United Nations personnel under U.N. Staff Rules, and necessary additional expenses related to the travel such as fees and expenses in connection with the issuance of passports and visas, charges for transfer of baggage, and charges for a reasonable amount of excess baggage if required. Travel expenses may be disallowed where the appointee terminates his contract without adequate notice as provided in paragraph 6; or within 3 months of his arrival in Indonesia upon appointment.

9. If the appointee is required to travel on official business for the Government during the period of this contract, he shall be reimbursed for expenses in connection with such travel in accordance with the regular travel rules established by the Government for its senior officials.

10. The appointee shall be entitled to annual leave accruing at the rate of $2\frac{1}{2}$ working days for each completed calendar month that he is in receipt of salary under paragraph 4 (a). Upon the completion of service under this contract, the appointee shall be paid for any annual leave which has accrued but which he has not used. Payment shall be made on the basis of salary only, and shall not include any subsistence or lodging allowance payable under paragraph 4 (b). Payment shall be made solely in the currency of the appointee's home country.

11. At the beginning of his service under this contract, the appointee shall receive a sick leave credit of working days on full pay. In no case shall the appointee receive payment for sick leave credit which is unused.

12. During the term of this contract, the Government shall provide, free of charge, all necessary medical and hospital care to the appointee or any of his dependents, as specified in paragraph 8 who are residing in Indonesia.

13. The following compensation shall be paid by the Government in the event that the appointee suffers death, injury, sickness or other disability arising out of or in the course of performing official duties on behalf of the Government without regard to fault as to the cause of such death, injury, sickness, or other disability, and this compensation shall be the sole compensation to which the appointee or in the event of his death his dependents shall be entitled in respect of any of the claims provided for herein; except that no compensation shall be paid when such death, injury, sickness, or other disability has been occasioned by the appointee's wilful intention to bring about the death, injury, sickness or other disability to himself;

(a) In the case of death or of total disability adjudged to be permanent, the equivalent of U.S. \$30,000.— (thirty thousand United States Dollars) payable in the currency of the home country of the appointee;

(b) In the case of partial disability adjudged to be permanent, the amount payable under (a), above, shall be reduced in proportion to the degree of disability. Medical authorities appointed by agreement between both parties shall determine the degree of disability and make recommendations which shall be binding on the Government.

(c) In the case of total disability adjudged to be temporary, the appointee shall continue to be paid his full salary, as specified in paragraph 4, for the period of the disability, provided that such salary payments shall not be made for more than 104 weeks;

(d) In all cases specified above, the Government shall provide, free of charge, all necessary hospital and medical care.

14. Without restricting the generality of paragraph 13 of this contract, death, injury or other disability shall be deemed to have arisen out of, or in the course of, performing official duties on behalf of the Government in the absence of any wilful misconduct or wilful intent when :

(a) the death, injury or other disability resulted as a natural incident of performing official duties on behalf of the Government or

(b) the death, injury, or other disability occurred without reference to performing official duties on behalf of the Government while, or as a direct result of, travelling by means of transportation furnished by or at the expense of the Government.

15. The appointee shall :

(a) be immune from all legal process in respect of words spoken or written and all acts performed by him when concerned with any political or administrative matter or in his official capacity or in the course of his employment under this contract;

(b) be accorded the same privileges in respect of exchange facilities as are accorded to officials forming part of diplomatic missions to the Government;

(c) be immune from national service obligations to the Government;

(d) have the right to import free of duties, imposts, quotas or other restrictions all personal effects required in connection with establishing residence in Indonesia;

(e) be exempt, together with his spouse and dependents, from immigration restrictions and alien registration;

(f) be given, together with his spouse and dependents, the same repatriation facilities as are afforded diplomatic envoys under international law;

(g) be provided with appropriate identification cards for himself and his spouse and dependents.

16. This contract shall come into effect upon signature.

17. In the event that any differences under this contract arise between the appointee and the Government such differences shall be referred for settlement to an official of the Government designated by the Prime Minister of the Republic of Indonesia and to an official of the United Nations designated by the Secretary-General. Should these parties be unable to reach agreement, they shall jointly appoint a sole disinterested arbitrator for the purpose of reaching a settlement of the dispute. During the period required for settlement of the dispute through arbitration, as provided in this paragraph, the appointee will continue to receive salary and allowance payments to which he is entitled under this contract.

SIGNED in three originals, at this day of 1952, one original for the Government, one for the appointee, and one to be sent by the Government to the Technical Assistance Administration of the United Nations at New York.

For the Government of the
Republic of Indonesia

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(Signature of representative)

(Signature of appointee)
