

No. 10616

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**UNITED STATES OF AMERICA  
and  
INDONESIA**

**Agreement concerning the establishment of a United States  
Naval Medical Research Unit in Indonesia. Signed at  
Djakarta on 16 January 1970**

*Authentic text: English.*

*Registered by the United States of America on 3 August 1970.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
INDONÉSIE**

**Accord relatif à la création d'un service de recherche médicale  
de la marine des États-Unis en Indonésie. Signé à Dja-  
karta le 16 janvier 1970**

*Texte authentique: anglais.*

*Enregistré par les États-Unis d'Amérique le 3 août 1970.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA CONCERNING THE ESTABLISHMENT OF A UNITED STATES NAVAL MEDICAL RESEARCH UNIT IN INDONESIA

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The Government of the United States of America and the Government of the Republic of Indonesia,

Taking into account the friendly relations existing between the two Governments, and

Pursuant to the invitation expressed in a letter of August 1, 1968, from the Minister of Health of the Republic of Indonesia to the American Ambassador to Indonesia

Agree as follows:

*Article I*

PURPOSE

The Government of the United States and the Government of the Republic of Indonesia agree on the desirability of a program of scientific and technical research and training on medical problems within the Republic of Indonesia (hereinafter referred to as "Indonesia"). For this purpose, the United States Naval Medical Research Unit No. 2 (hereinafter referred to as "NAMRU-2") may establish a laboratory at the Department of Health Central Public Health Laboratory, Djakarta as a center of operations.

*Article II*

COORDINATION AND LIAISON

The Department of Health shall be designated the responsible agency for the Government of Indonesia. NAMRU-2 shall be the responsible agency for the Government of the United States. Liaison shall be maintained through the National Institute of Medical Research in Djakarta.

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<sup>1</sup> Came into force on 16 January 1970 by signature, in accordance with article XII.

*Article III*

## FACILITIES

The Department of Health through the Directorate General of Communicable Disease Control (hereinafter referred to as "CDC") shall make available appropriate laboratory space without rental charges for a period of at least ten years. Prior to occupancy by NAMRU-2 the building or buildings shall be rendered suitable to NAMRU-2 by the Government of Indonesia. Within budgetary limitations, modifications in the building or buildings necessary for specific NAMRU-2 studies shall be undertaken by the Department of Health under the guidance of CDC and NAMRU-2. CDC shall maintain and repair the building and provide custodial care and utilities, without cost to the Government of the United States. The Government of the United States will supply equipment and supplies for the operation of the laboratory and may employ such local personnel as it deems necessary to assist in the installation of the equipment and the operation of the laboratory. Upon the termination of this Agreement, the exclusive use of the building, with all fixed equipment installed by NAMRU-2, shall be vested in the Government of Indonesia.

*Article IV*

## PERSONNEL

The Government of the United States will provide technical or other personnel to carry out the medical research program provided for by this Agreement. These personnel shall be accorded exemption from all entry duties and all other taxes for all official supplies and equipment, including motor vehicles, imported into Indonesia in connection with the medical research and administrative operations of NAMRU-2. All United States citizen personnel assigned to NAMRU-2 in Indonesia or employed by it, and their dependents, shall be accorded the same tax and duty exemptions and other privileges and immunities as are accorded by the Government of Indonesia to administrative and technical staff of the United States Embassy in Indonesia. United States citizens participating in or observing NAMRU-2 research activities for temporary periods and who have been properly identified in advance of their arrival by the Embassy of the United States to the Department of Foreign Affairs of the Government of Indonesia shall be granted duty- and tax-free entry for their baggage and personal effects. NAMRU-2 shall be permitted to employ such

Indonesian or resident non-Indonesian nationals as it may find necessary in the performance of its functions.

### *Article V*

#### HOUSING OF PERSONNEL

The Government of Indonesia shall provide adequate and suitable housing, whenever available, for United States citizen personnel assigned to NAMRU-2 in Indonesia

### *Article VI*

#### FIELD WORK

Except in areas where travel might be prohibited for reasons of security or personal safety, personnel and vehicles of NAMRU-2 shall be permitted to travel without restriction throughout Indonesia for the purpose of gathering research data and of observing various medical phenomena under field conditions. When expeditions are conducted jointly by NAMRU-2 and an agency of the Government of Indonesia, the expenses shall be shared proportionately by the two Governments. Information gathered on these expeditions shall be available to both Governments. To facilitate epidemiological studies requiring continual intensive work in field locations, the establishment of small field laboratories outside of Djakarta shall be permitted. These laboratories will be subordinate to the main NAMRU-2 center in Djakarta and will be staffed with American and local personnel assigned from Djakarta. All costs relating to establishment and operation of such field laboratories will be borne by NAMRU-2.

### *Article VII*

#### COOPERATIVE PROGRAMS

Cooperative programs of research and training shall be encouraged to the extent compatible with the research mission of NAMRU-2. Such cooperative programs may include collaborative studies with CDC, National Institute of Medical Research, schools of medicine, and other Indonesian civil and military health and research agencies. Such programs may also include the assignment

of qualified Indonesian research personnel to NAMRU-2 for collaborative research or additional training, and the acceptance, without remuneration, of university faculty appointments by personnel of NAMRU-2. NAMRU-2 may, subject to agreement with the Department of Health, establish direct communications with or through appropriate Indonesian agencies or officials interested in collaborative research programs or in other matters of a purely professional nature. NAMRU-2 shall cooperate with appropriate Indonesian health agencies, to the fullest extent possible consistent with its research mission, in the study of epidemics of a national emergency severity.

### *Article VIII*

#### IMPORT AND EXPORT OF SPECIMENS

Subject to the concurrence of appropriate Indonesian Government officials, NAMRU-2 shall be permitted to import and export, without charge by the Government of Indonesia, non-infected and infected (but non-infectious) biological specimens in the pursuit of scientific studies.

### *Article IX*

#### SHORT-TERM STUDIES OUTSIDE INDONESIA

Subject to the concurrence of the Government of Indonesia and the other governments concerned, the NAMRU-2 laboratory in Djakarta may serve as the center of operations for short-term epidemiological studies in other countries.

### *Article X*

#### REPORTS AND PUBLICATIONS

NAMRU-2 shall furnish appropriate Departments of the Government of Indonesia, the National Institute of Medical Research, the CDC, and other appropriate health and research agencies, with periodic progress reports on the results of scientific research conducted by NAMRU-2. Publications by NAMRU-2

resulting from research studies done in Indonesia shall be submitted for clearance to Indonesian health or research agencies. Publications resulting from collaborative research projects with an Indonesian author will be cleared by the Commanding Officer of NAMRU-2 prior to submission for publication.

*Article XI*

PROVISION OF RUPIAH

The Government of Indonesia shall make rupiah available to NAMRU-2 for the administrative and operating expenses incurred by NAMRU-2 in connection with scientific research under this Agreement.

*Article XII*

ENTRY INTO FORCE

This Agreement shall enter into force upon the date of signature. It may at anytime be terminated by mutual agreement of the two Governments, and after ten years may be terminated by either Government upon at least sixty days notice.

DONE at Djakarta, in duplicate, this 16th day of January, 1970.

For the Government  
of the United States of America:

F. J. GALBRAITH

[SEAL]

For the Government  
of the Republic of Indonesia:

G. A. SIWABESSY

[SEAL]