

No. 21040

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**FEDERAL REPUBLIC OF GERMANY**  
**and**  
**INDONESIA**

**Arrangement concerning co-operation between the Bundesanstalt für Geowissenschaften und Rohstoffe (BGR) and the Badan Tenaga Atom Nasional (BATAN). Signed at Jakarta on 14 June 1976**

*Authentic texts: German, English and Indonesian.*

*Registered by the Federal Republic of Germany on 21 April 1982.*

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**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**  
**et**  
**INDONÉSIE**

**Arrangement relatif à la coopération entre la Bundesanstalt für Geowissenschaften und Rohstoffe (BGR) et le Badan Tenaga Atom Nasional (BATAN). Signé à Jakarta le 14 juin 1976**

*Textes authentiques : allemand, anglais et indonésien.*

*Enregistré par la République fédérale d'Allemagne le 21 avril 1982.*

ARRANGEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA CONCERNING CO-OPERATION BETWEEN THE BUNDESANSTALT FÜR GEOWISSENSCHAFTEN UND ROHSTOFFE (BGR) AND THE BADAN TENAGA ATOM NASIONAL (BATAN)

ARRANGEMENT between the GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY and the GOVERNMENT OF THE REPUBLIC OF INDONESIA concerning Co-operation between the Bundesanstalt für Geowissenschaften und Rohstoffe (hereinafter referred to as "BGR") and the Badan Tenaga Atom Nasional (hereinafter referred to as "BATAN") on a Prospecting and Exploration Programme in respect of Uranium Ore Deposits in West Sumatra (Indonesia) pursuant to Article 1 (3) of the Agreement between the Government of the Federal Republic of Germany and the Government of the Republic of Indonesia concerning Co-operation on the General Survey and Exploration of Uranium Minerals in West Sumatra<sup>2</sup> (hereinafter referred to as the Agreement).

(1) Within the framework of the Agreement, BGR and BATAN shall jointly carry out a prospecting and exploration programme in respect of uranium ore deposits in Sumatra.

(2) The Operating Committee mentioned in article 4 (1) of the Agreement shall be composed of two representatives from BGR and BATAN respectively who shall enjoy equal status. One of the members appointed by BATAN shall act as chairman of the Committee. Decisions shall be taken by unanimous vote. The Operating Committee shall have the following tasks:

- (a) Planning of the annual work programme, including decisions concerning the extension of the work to new areas and the abandonment of work in areas where no deposits have been found. If no agreement is reached regarding such areas, no changes shall be made;
- (b) Establishment of the prospecting budget and the fund requirements. If there is no agreement on the prospecting budget, a minimal programme of agreed measures costing a maximum of DM 250,000 (two hundred and fifty thousand German Marks) shall be carried out in the following year;
- (c) Decision on when a feasibility study should be prepared.

(3) The Operator shall be appointed by BGR. The Co-operator shall be appointed by BATAN. The Operator and the Co-operator shall be charged with carrying out all necessary professional prospecting and exploration work in respect of uranium ore deposits in the relevant areas. Being responsible only to the Operating Committee, they shall carry out independently the work programme drawn up, bear responsibility for the proper use of personnel and materials in accordance with the decisions of the Operating Committee, and submit reports on the progress of the prospecting programme to the Operating Committee.

<sup>1</sup> Came into force on 24 February 1977.

<sup>2</sup> See p. 219 of this volume.

(4) The contributions to be made by BGR during the first work programme shall include the following:

- (a) Dispatch to Indonesia of four geologists specializing in the science of mineral deposits, one geological engineer and one chemical engineer;
- (b) Dispatch to Indonesia of up to five experts on short-term assignment (up to a total of eight man/months);
- (c) Supply of equipment, instruments and expendable materials cif port of unloading, Padang, required for the prospecting work;
- (d) Bearing of the cost of work (analyses, studies and evaluation) to be done at the special laboratories and electronic computer centre of BGR in Hannover with the participation of Indonesian personnel involved in this programme;
- (e) Bearing of the transport costs between the Federal Republic of Germany and Indonesia in respect of the contributions specified in sub-paragraph (c) above;
- (f) Bearing of the cost of fuel, servicing and maintenance for the vehicles of the German project group;
- (g) Bearing of the cost in respect of personnel which may be needed for the implementation of the project in addition to the Indonesian personnel specified in paragraph 5 (a) of the present Arrangement.

The cost of the aforementioned contributions of BGR shall amount in the first year of the project to approximately DM 2,079,000.— (two million seventy-nine thousand German Marks).

(5) BATAN during the first work programme undertakes to make the following contributions:

- (a) It shall make available the following technical and auxiliary personnel
 

<ul style="list-style-type: none"> <li>—Two to three geologists</li> <li>—Two to three prospectors</li> <li>—One laboratory worker</li> <li>—One liaison officer</li> </ul>	}	a total of five
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  - Five drivers as well as ten labourers if required;
- (b) It shall provide the professional outfit and field equipment for the personnel referred to in paragraph (a) above as well as one cross-country vehicle;
- (c) It shall provide the following furnished and equipped premises for the project group at the planned base at Bukittinggi:
  - Four offices for the German specialists and at least three offices for the Indonesian specialists
  - Two laboratories
  - One drawing office
  - Two store-rooms
  - Parking spaces for five vehicles and a workshop area for servicing and maintenance of the official vehicles;
- (d) It shall make provision for the production of rock slices and polished sections and for the requisite control analyses to be done at the BATAN laboratories;

- (e) It shall provide the project group with all necessary records and documents such as maps, aerial photographs and any findings of investigations already made in the project areas;
- (f) It shall procure radio licences required for the project work. The use of such licences shall be in accordance with the applicable legislation in the territory of Indonesia.

The cost of the aforementioned contributions of BATAN shall be equivalent during the first work programme to approximately DM 185,000 (one hundred and eighty-five thousand German Marks).

(6) The arrangements made by the Operating Committee regarding further work programmes shall be considered as Appendixes to the present Arrangement.

(7) The present Arrangement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the Republic of Indonesia within three months of the date of entry into force of this Arrangement.

(8) The duration of the present Arrangement shall be three years. It shall be tacitly extended for successive periods of one year, unless it is denounced in writing by either Contracting Party three months prior to its expiry.

GESCHEHEN zu Jakarta am 14. Juni 1976 in zwei Urschriften, jede in deutscher, indonesischer und englischer Sprache, wobei jeder Wortlaut verbindlich ist. Bei unterschiedlicher Auslegung des deutschen und des indonesischen Wortlauts ist der englische Wortlaut maßgebend.

DONE at Jakarta on June 14, 1976, in duplicate in the German, Indonesian and English languages, all three texts being authentic. In case of divergent interpretations of the German and Indonesian texts, the English text shall prevail.

Für die Regierung der Bundesrepublik Deutschland:  
For the Government of the Federal Republic of Germany:

Dr. MÜLLER

Für die Regierung der Bundesrepublik Indonesien:  
For the Government of the Republic of Indonesia:

BAIQUNI