



PRESIDEN  
REPUBLIK INDONESIA

**KEPUTUSAN PRESIDEN REPUBLIK INDONESIA  
NOMOR 71 TAHUN 1993  
TENTANG  
PENGESAHAN AGREEMENT BETWEEN THE GOVERNMENT  
OF THE REPUBLIC OF INDONESIA AND THE CENTER  
FOR INTERNATIONAL FORESTRY RESEARCH REGARDING  
THE HEADQUARTERS SEAT OF THE CENTER**

**PRESIDEN REPUBLIK INDONESIA,**

- Menimbang :
- a. bahwa di Jakarta pada tanggal 15 Mei 1993 Pemerintah Republik Indonesia telah menandatangani Agreement between the Government of the Republic of Indonesia and the Centre for International Forestry Research Regarding the Headquarters Seat of the Center sebagai hasil perundingan antara Delegasi-delegasi Pemerintah Republik Indonesia dan the Center for International forestry Research;
  - b. bahwa sehubungan dengan itu, dan sesuai dengan Amanat Presiden Republik Indonesia kepada Ketua Dewan Perwakilan Rakyat Gotong Royong Nomor 2826/HK/1960 tanggal 22 Agustus 1960 tentang Pembuatan Perjanjian-perjanjian dengan Negara Lain, dipandang perlu mengesahkan Agreement tersebut dengan Keputusan Presiden;

Mengingat : Pasal 4 ayat (1) Undang-undang Dasar 1945;

MEMUTUSKAN :...



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MEMUTUSKAN :

Menetapkan : KEPUTUSAN PRESIDEN REPUBLIK INDONESIA TENTANG PENGESAHAN AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDONESIA AND THE CENTER FOR INTERNATIONAL FORESTRY RESEARCH REGARDING THE HEADQUARTERS SEAT OF THE CENTER.

Pasal 1

Mengesahkan Agreement between the Government of the Republic of Indonesia and the Center for International Forestry Research Regarding the Headquarters Seat of the Center yang telah ditandatangani Pemerintah Republik Indonesia di Jakarta pada tanggal 15 Mei 1993 sebagai hasil perundingan antara Delegasi-delegasi Pemerintah Republik Indonesia dan the Center for International Forestry Research yang salinan naskah aslinya dalam bahasa Inggris sebagaimana terlampir pada Keputusan Presiden ini.

Pasal 2

Keputusan Presiden ini mulai berlaku pada tanggal ditetapkan.

Agar...



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Agar setiap orang mengetahuinya, memerintahkan pengundangan Keputusan Presiden ini dengan penempatannya dalam Lembaran Negara Republik Indonesia.

Ditetapkan di Jakarta  
pada tanggal 4 Agustus 1993  
PRESIDEN REPUBLIK INDONESIA

ttd.

SOEHARTO

Diundangkan di Jakarta  
pada tanggal 4 Agustus 1993  
MENTERI NEGARA SEKRETARIS NEGARA  
REPUBLIK INDONESIA

ttd.

MOERDIONO



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**AGREEMENT BETWEEN  
THE GOVERNMENT  
OF THE REPUBLIC OF INDONESIA  
AND  
THE CENTER FOR INTERNATIONAL FORESTRY RESEARCH  
REGARDING THE HEADQUARTERS SEAT OF THE CENTER**

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The Government of the Republic of Indonesia and the Center for International Forestry Research (hereinafter referred to as the Parties);

Having regard to the Establishment Agreement and Constitutions of the Center and in view of the offer made by the Government of the Republic of Indonesia, to host the Headquarters Seat of the Center and pursuant to prevailing laws and regulations in Indonesia as well as the policy and procedures of the Government of Indonesia concerning International Organizations operating within Indonesia.

Desiring to define the status, privileges and immunities of the Center and persons connected therewith;

Have agreed as follows :

**ARTICLE 1**

**DEFINITIONS**

For the purpose of this Agreement :

- a. "Government" means the Government of the Republic of Indonesia;
- b. "Center" means the Center for International Forestry Research;
- c. "appropriate Government authorities" means such national or other authorities in Indonesia as may be appropriate in the context and in accordance with prevailing laws and regulations in Indonesia;
- d. "laws and regulations of Indonesia" includes all legislative acts and regulations, decrees or orders, issues by or under the authority of the Government or appropriate Government authorities;
- e. "research..."



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- e. "research institutions in Indonesia" means nationally recognized institutions, agencies and companies in the Government sector, private sector, Universities and non-Government sector, private sector, Universities and non-Government organizations conducting research;
- f. "Indonesian financial institutions" means those financial institutions established by Indonesian citizens or by Indonesian legal entities. It specifically excludes those foreign banks and financial institutions operating in Indonesia and whose capital bases lie substantially outside of Indonesia.
- g. "Headquarters Seat" means the buildings or parts of the buildings and the land ancillary thereto within the Republic of Indonesia, irrespective of ownership, used for the purposes of establishing and maintaining the Headquarters of the Center;
- h. "Board" means the Board of Trustees of the Center;
- i. "property of the Center" means all property, including funds, income and other assets, leased, held or administered by the Center under arrangements of trust, endowment, bail, pledge or otherwise, in furtherance of its constitutional aims;
- j. "archives of the Center" means all correspondence, documents, computer data, computer software, manuscripts, still and motion pictures, films, video and sound recordings, information systems, libraries and publications, scientific collections and associated records, belonging to or held by the Center in furtherance of its constitutional aims;
- k. "Staff Members" means the Director General and all persons appointed, recruited, or engaged by the Center under the Center's regulations; and
- l. "Director General" means the Director General of the Center.

## ARTICLE 2

### INTERPRETATION

This Agreement shall be interpreted in the light of the primary objective of enabling the Center at its headquarters in Indonesia, to discharge fully, efficiently and effectively its responsibilities and fulfil its purposes and function as described in its Constitution, without jeopardizing, with regard to the Center's programme in Indonesia, the Government's policy on national development and the prevailing laws and regulations.

ARTICLE 3...



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### ARTICLE 3

#### JURIDICAL CAPACITY, FREEDOM OF ASSEMBLY, ARRANGEMENT OF RESEARCH AND PUBLICATION AND INTELLECTUAL PROPERTY RIGHTS

1. The Government recognizes the Center as an autonomous non-profit International Organization with international juridical personality and the Center's capacity to perform legal acts required for the performance of its constitutional functions. In particular, the Center shall have the legal capacity :
  - (a) to contract;
  - (b) to acquire and dispose of movable and immovable property; and
  - (c) to institute and respond to legal proceedings.
  
2.
  - (a) The Government recognizes the right of the Center to convene meetings within the Headquarters Seat, or elsewhere in the Republic of Indonesia in consultation with appropriate Government authorities.
  
  - (b) The Government recognizes the freedom of assembly in the way of conducting the proceedings, of full freedom of discussions and decision, at meetings convened by the Center in relation to its official functions.
  
3.
  - (a) With regard to the Center's programme in Indonesia, the Government recognizes the right of the Center freely to conduct research in lands mutually agreed, and publish and disseminate research results and information internationally and within the Republic of Indonesia in pursuit of objectives set out in be Center's Constitution.
  
  - (b) The Parties agree that research findings resulting from collaborative activities between the Center and research institutions in Indonesia or other parties may be used by any or all of the parties and that any party publishing any research finding shall give credit to the other parties contribution.
  
  - (c) The Parties to this agreement accept the need for a joint policy on intellectual property rights including germplasm arising from any collaborative activity conducted in Indonesia under this Agreement and shall prepare a supplementary agreement on the equitable allocation of ownership and licensing of such intellectual property.
  
  - (d) The Government shall not incur any international responsibility for acts or omissions of the Center or of its staff acting within the scope of their functions.

(e) In...



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- (e) In the spirit of international cooperation as expressed in the Convention on Biodiversity and by the FAO Commission on Plant Genetic Resource and subject to normal quarantine procedures,
- (i) The Government will authorize and facilitate the movement in and out of Indonesia of germplasm, as might be required by collaborative work with research institutions in Indonesia.

In cases where such movement involves indigenous germplasm, it shall not be removed from Indonesia by the Center without the prior agreement of the Government.

#### ARTICLE 4

##### ESTABLISHMENT OF THE HEADQUARTERS

The Government authorizes the establishment of the Headquarters of the Center in the Republic of Indonesia composed of a Director General and such other Staff Members as the Center may appoint, and facilities as described in Supplementary Agreement to this Agreement.

#### ARTICLE 5

##### NOTIFICATION OF APPOINTMENT

1. The Director General shall notify the Government when a Staff Member of the Center takes up or relinquishes his/her assignment.
2. The Government will provide to all notified Staff Members a card bearing the photograph of the holder identifying him/her as a Staff Member of the Center. This card will function as evidence of identity of assignment. The Center shall return the card to the Government when the holder relinquishes his/her assignment.
3. In the absence of the Director General, the Staff Member formally authorized to act on behalf of the Director General shall be so recognized by the Government.

#### ARTICLE 6

##### PURCHASES BY THE CENTER

Within the scope of its official activities, the Center may purchase goods, materials and services from sources external to and within Indonesia;

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1. The Center recognizes the desirability of purchasing goods, materials and services within Indonesia where such goods, materials and services are competitively priced and meet the Center's specifications; the Center shall endeavour to ensure that such locally available goods, materials and services are purchased in appropriate circumstances.
2. Articles imported or exported by the Center shall be exempt from prohibitions and restrictions. Such articles shall include, without limitation by reason of this enumeration, scientific and industrial plant, publications, films, videos and sound recording, computing equipment and materials of any kind.
3. Vehicles purchased by the Center shall be issued with a suitable license plate identifying the vehicle as an official vehicle of an International Organisation.

#### ARTICLE 7

##### TAX EXEMPTION

1. The Center, its assets, income and property, shall be exempted from :
  - (a) All direct taxes; it is understood, however, that the Center will not claim exemption from taxes which are, in fact, no more than charges for public utility services;
  - (b) Customs duties in respect of articles imported or exported by the Center for its official use; and
  - (c) Customs duties on import in respect of publications.
2. With respect to indirect taxes and charges, including Value Added Tax, the Government shall extend to the Center the same facilities as are granted to International Organizations recognized by the Government.
3. The Director General and international Staff Members who do not have Indonesian nationality and who are non-permanent residents of Indonesia, for the period of their assignment with the Center shall be exempted from :
  - (a) Customs duties on import of their household and personal effects, including technical equipment.
  - (b) Taxation on the salary, emoluments and monies paid by the Center or by provident funds in connection with their service with the Center, and taxation on income derived by them from sources outside of Indonesia.
  - (c) Taxes and duties on the purchase in Indonesia of one locally assembled motor vehicle, provided that the period of assignment of the Staff Member is at least twelve consecutive months.
4. Articles...



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4. Articles imported under the exemptions in Articles 7 (1) and 7 (3) shall not be sold and transferred to any person in Indonesia except under such condition agreed to by the Government.

## ARTICLE 8

### FINANCIAL FACILITIES

1. In order to achieve its constitutional aims the Center may freely :
  - (a) Purchase or receive any funds and currencies through authorized channels and hold and dispose of them.
  - (b) Maintain local or foreign convertible currency accounts, funds, endowments, or other financial facilities in any currency in or outside of the Republic of Indonesia.
  - (c) Transfer its securities, funds and currencies to or from the Republic of Indonesia, to or from any other country, or within the Republic of Indonesia and convert any currency held by it into any other currency;
  - (d) Raise funds from abroad through the exercise of its borrowing power or in any other manner it deems desirable; and
  - (e) Borrow within the Republic of Indonesia except that the Center may not borrow funds from Indonesian financial institutions.
2. International Staff Members may maintain foreign securities, currencies and other assets within Indonesia; on termination of employment they may take such assets out of Indonesia without any restriction or limitation as to amount or currency.
3. The Government may assist the Center to obtain the most favourable conditions in regard to exchange rates officially recognized and banking charges and commissions.

## ARTICLE 9

### PRIVILEGES AND IMMUNITIES

1. The Center, and the property of the Center wherever located shall enjoy immunity from legal process except in so far as in any particular case the Director General has expressly waived immunity.
2. The Director General shall be accorded full diplomatic status.

3. Staff...



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3. Staff Members of the Center shall be immune from jurisdiction and legal process, including arrest and detention in respect of act performed by them in their official capacity. They shall also enjoy immunity for all their official papers and documents. This provision will not relieve any person from liability for any damage arising from any criminal act, gross negligence or fraudulent act.
4. The premises and property of the Center and its archives, wherever located shall be inviolable and shall be immune from search, attachment, requisition, confiscation, expropriation, and any other form of interference, whether by executive, administrative, judicial, or regulatory action.
5. The Director General of the Center shall take measures to ensure that the use of the premises complies with the laws and regulations of Indonesia.
6. The Government shall extend to the Center privileges and immunities no less favourable than those extended to other International Organizations operating in Indonesia.

#### ARTICLE 10

##### ABUSE OF PRIVILEGES

1. The Center shall cooperate at all times with the appropriate Government authorities in order to prevent any abuse of the privileges and facilities provided for in this Agreement. Without prejudice to their privileges and facilities it is the duty of the staff of the Center enjoying such privileges and facilities to respect the laws and regulations of Indonesia. In all circumstances they will not engage in political affairs.
2. The Director General shall take every precaution to ensure that no abuse of privileges or facilities accorded under this Agreement shall occur and for this purpose shall establish such rules and regulations as may be deemed necessary and expedient for the staff of the Center.
3. Should the Government consider that an abuse of privileges or facilities accorded under this Agreement has occurred, the Director General shall, upon request, consult the appropriate Indonesian authorities. In the light of such consultations the Director General should waive the immunity of any Staff Member in any case where, having regard to all relevant factors, they conclude that immunity would impede the realisation of justice and the waiver of immunity would not prejudice the interests of the Center.

ARTICLE 11...



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## ARTICLE 11

### COMMUNICATIONS

1. The Government shall provide the Center access to all necessary international electronic and telecommunications facilities and networks in conformity with international standards.
2. The Center may establish and operate such additional electronic and telecommunications facilities as might be specified by supplementary agreement between the Center and the appropriate Indonesian authorities.
3. The Center shall enjoy treatment no less favourable than that accorded by the Government to any other International Organization in the matter of priorities and rates for mail, cables, telegrams, radiograms, telephotos, television, telephone and other communications, and press rates for information to press and radio.
4. No censorship shall be applied to the official correspondence or communications of the Center. Such privileges shall extend to the publications, computerized record and information, still and motion pictures, films, video and sound recordings, and archives of the Center. When circumstances requiring the enforcement of censorship in Indonesia exist, the Director General shall take necessary measures at the request of the Government, to prevent any abuse of the privileges on censorship enjoyed by the Center.
5. Nothing in this Article shall be construed to preclude the adoption of appropriate security precautions to be determined by supplementary agreement between the Center and the Government.

## ARTICLE 12

### THE PURPOSE OF PRIVILEGES AND IMMUNITIES

1. The privileges and immunities accord to the Center are granted in the interest of the implementation of the functions of the Center and not for personal benefit of individual Staff Members.
2. Any provisions of this Agreement shall not prejudice the right of the Government to take all precautionary measures to safeguard her national interest.

ARTICLE 13...



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## ARTICLE 13

### TRANSIT AND RESIDENCE

1. The Government shall take all measures necessary to facilitate the entry into, sojourn in and departure from the Republic of Indonesia of the Center's international Staff Members, their families, members of the Board of trustees, participants in the Center's programmes and persons visiting the Headquarters Seat on official business, irrespective of their nationality. The Government shall expedite the issue of all documentation required for the entry of, and performance of work by the Centre's international Staff Members, Members of the Board of trustees, participants in the Center's programmes and persons visiting Indonesian on Center activities.
2. Paragraph 1 of this Article shall not prevent the requirements of reasonable evidence to establish that person claiming the rights granted by this Article come within the classes described in paragraph 1, or the reasonable application of quarantine and health regulations.
3. The Director General shall notify the names of persons referred to in paragraph 1 of this Article to the Government.
4. Any visas required by the persons referred to in this Article shall be granted without charge and as promptly as possible.
5. The Government shall recognize and accept as a valid travel document the United Nations Laissez-passer if issued to international Staff Members or persons entering and sojourning in Indonesia on official business of the Center.

## ARTICLE 14

### SETTLEMENT OF DISPUTES

1. Any disputes between the Government and the Center concerning the interpretation or application of this Agreement or any supplementary agreement, or any question affecting the Headquarters Seat or the relationship between the Government and the Center, shall be settled amicably through negotiations.
2. In case there is no settlement through negotiation, the Government or the Center shall refer the dispute to arbitration, by a tribunal composed of three arbitrators: one to be appointed by the Director General, one to be appointed by the Government, and the third, who shall be the Chairperson of the tribunal, to be appointed by the first two arbitrators. Should the necessary appointments not be made within three months of the date upon which the dispute was referred to arbitration, the necessary appointments not be made by the Secretary General of the United Nations at the request of either party.

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3. The arbitration tribunal shall adopt its own rules procedure, and in the respect shall be guide by the Rules of Procedure for Arbitration Proceedings of the International Center for Settlement of Investment Dispute.
4. The Center shall make provisions for appropriate mode of settlement of:
  - (a) disputes arising or to rise out of contracts or other disputes, and
  - (b) disputes involving any Staff Member of the Center who by reason of this/his official position enjoys immunity.

#### ARTICLE 15

##### AMENDMENTS AND SUPPLEMENTARY AGREEMENTS

1. The Government and the Center may amend this Agreement and enter into such supplementary agreements as may be necessary. Any such supplementary agreement are to be read as part of this Agreement.
2. Consultation with respect to the amendment of this Agreement shall be entered into at the request of either party. Any such amendment shall be by mutual consent.
3. Any understanding, amendment or extension or supplementary agreement may be given effect by an Exchange of Letters between the Director General, after approval by the Board of Trustees, and an authorized representative of the Government.
4. Whenever this Agreement or supplementary agreements impose obligations on the appropriate Government authorities, the ultimate responsibility for the fulfillment of such obligations shall rest with the Government.

#### ARTICLE 16

##### ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force upon signature of the Parties and the Government notification to the Director General that the procedure required by its law for the entering into force of the Agreement has been complied with.
2. This Agreement shall terminate by mutual consent of the parties upon six months written notice by either the Government or the Center, or if the permanent Headquarters of the Center is removed from the territory of the Republic of Indonesia. In the event of such termination this Agreement shall cease to be in force after the period reasonably required for the affairs of the Center and the disposal of its property in Indonesia.

IN...



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IN WITNESS WHEREOF the respective representatives, being duly authorized thereto, have signed this Agreement.

DONE AT Jakarta, in duplicate, in the English language on this FIFTEENTH day of MAY 1993.

FOR THE GOVERNMENT OF  
THE REPUBLIC OF INDONESIA

FOR THE CENTER FOR  
INTERNATIONAL FORESTRY RESEARCH

ALI ALATAS  
MINISTER FOR FOREIGN AFFAIR

BO BENGTSSON  
CHAIRMAN OF THE  
BOARD OF TRUSTEES



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**SUPPLEMENTARY AGREEMENT BETWEEN THE  
GOVERNMENT OF THE REPUBLIC OF INDONESIA AND THE  
CENTER FOR INTERNATIONAL FORESTRY RESEARCH  
REGARDING THE HEADQUARTERS SEAT OF THE CENTER**

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This Agreement is supplementary to and an integral part of the Headquarters Agreement between the Government and the Center. Unless the context indicates otherwise, the terms used in this Agreement shall have the same meaning as defined in the Headquarters Agreement.

ARTICLE 1

THE HEADQUARTERS SEAT

- (a) The permanent headquarters of the Center shall be in the headquarters seat, and shall not be removed therefrom unless the Center should so decide under arrangements specified in the Center's Constitution. Any transfer of the headquarters temporarily to another place shall not constitute a removed of the permanent headquarters unless there is an express decision by the Center to that effect.
- (b) Any building in Indonesia which is used with the concurrence of the Government for meetings convened by the Center shall be temporarily included in the headquarters seat.
- (c) The appropriate Indonesian authorities shall take whatever action may be necessary to ensure that the Center shall not be dispossessed of all or any part of the headquarters seat.
- (d) The Government hereby grants to the Center, and the Center hereby accepts from the Government, the permanent use and occupation of a headquarters seat as may from time to time be defined in supplementary agreements to be concluded between the Center and the Government.
- (e) The Government hereby provides free of charge to the Center and the Center hereby accepts as from the date of entry into force during the life of this Agreement, the use and occupancy of premises in Bogor and the use of installations therein contained for the operation and management of the headquarters seat.
- (f) Within the spirit of the offer by the Government of Indonesia to provide the Center with 100,000 hectares of forest lands for its research activities, the Government agrees that the Center will have access, on request, to :

(i) a...



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- (i) a site of up to ten hectares in area of experimental forest at Darmaga or otherwise near Bogor for the establishment of its permanent headquarters and ancillary facilities, such a site to be part of the headquarters seat; and
  - (ii) various lands identified by mutual agreement representative of ecosystems and forest types relevant and sufficient for the programme needs of the Center.
- (g) The conditions of tenure, occupancy and use by the Center of the Bogor premises and installations described in point (e) of this Article are set forth in the Annex to this Agreement.
- (h) With respect to the Bogor premises and the installations therein provided, the Government shall be responsible for refurbishment of the premises to standards mutually agreed by the Government and the Center.
- (i) Without limitation by reason of this enumeration, the identification, definition, tenure, conditions and provision of access, protections from fire and incursion, management and use of lands described in point (f) of this Article shall be the subject of separate supplementary agreements between the Center and the Government.
- (j) The Center may establish and operate research and other technical facilities of any type. These facilities provided for in points (d), (e), (f), (g), (h), (i), and (j) of this Article may, to the extent necessary for efficient operation, be established and operated outside the premises in Bogor. The appropriate Indonesian authorities shall, at the request of the Center, make arrangements, on such terms and in such manner as may be agreed upon for the acquisition or use by the Center of appropriate premises for such purposes and for the inclusion of such premises in the headquarters seat.

## ARTICLE 2

### INVIOLABILITY OF THE HEADQUARTERS SEAT

- (a) The Government recognizes the inviolability of the headquarters seat which shall be under the control and authority of the Center, as provided in this Agreement.
- (b) No officer or official of the Republic of Indonesia, or other person exercising any public authority within the Republic of Indonesia, shall enter the headquarters seat to perform any duties therein except with the consent of, and under conditions approved by, the Director General. The service of legal process, including the seizure of private property shall not take place within the headquarters seat except with the express consent of, and under conditions approved by, the Director General.

(c) Without...



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- (c) Without prejudice to the Headquarters Agreement, the Center shall prevent the Headquarters seat from being used as a refuge for persons who are avoiding arrest under any law of the Republic of Indonesia, who are required by the Government for extradition to another country, or who are endeavouring to avoid service of legal process.
- (d) In the event of a natural disaster, fire or any other emergency constituting an immediate threat to human life, the consent of the Director General is presumed.
- (e) The headquarters seat shall not be used in any manner incompatible with the Centre's functions.
- (f) Except as otherwise provided in this Agreement, and subject to any regulations enacted under point (h) of this Agreement the laws of the Republic of Indonesia shall apply within the headquarters seat.
- (g) Except as otherwise provided in this Agreement, the courts or other appropriate organs of the Republic of Indonesia shall have jurisdiction, as provided in applicable laws, over acts done and transactions taking place in the headquarters seat.
- (h) The Center shall have the power to make internal arrangements for the full and independent exercise of its functions.
- (i) Point (h) of this Agreement shall not prevent the application of fire protection or occupational health and safety or sanitary regulations of the appropriate Government authorities.

### ARTICLE 3

#### PUBLIC UTILITIES IN THE HEADQUARTERS SEAT

- (a) To enable the Center to implement its functions efficiently and without disruption, the Government shall provide essential public utilities at the headquarters seat.
- (b) The appropriate Government authorities shall meet, to the extent of their respective capabilities and powers, the requests of the Director General to supply the necessary public utilities, such as electricity, water, sewerage, post, telecommunications, local transportation, drainage, collection of refuse, and fire protection.
- (c) In case of any interruption or threatened interruption of any such services, the appropriate Government authorities shall consider the needs of the Center as being of equal importance with those of essential agencies of the Government, and shall take steps accordingly to ensure that the work of the Center is not prejudiced.

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- (d) The Director General shall, upon request, make suitable arrangements to enable duly authorized representatives of the appropriate public utility bodies to inspect, repair, maintain, reconstruct and relocate services within the headquarters seat under conditions which shall not unreasonably disturb the carrying out of the functions of the Center.
- (e) Where public utilities are provided by appropriate Indonesian authorities or bodies under their control, the Center shall be supplied at the prevailing tariffs and rates accorded to Indonesian governmental administration.

#### ARTICLE 4

##### PROTECTION OF THE HEADQUARTERS SEAT

- (a) The appropriate Government authorities shall take such measures as may be practicable to ensure the security and tranquillity of the headquarters seat.
- (b) Upon request by the Director General, the appropriate Government authorities shall provide for the preservation of law and order in the headquarters seat.

#### ARTICLE 5

##### STAFF CONDITIONS

- (a) The Center shall ensure that all Staff Members are covered by adequate social security provisions and health insurance at least equivalent to that offered under Indonesian law.
- (b) Any provident funds established by or conducted under the authority of the Center shall enjoy legal capacity in the Republic of Indonesia and shall enjoy the same exemptions, privileges and immunities as the Center itself.
- (c) The Center may engage as staff members, the spouses of Staff Members.
- (d) The provision of work permits to spouses of international Staff Members for employment outside the Center will be the subject of conditions agreed in an exchange of letters between the Center and the Government.

#### ARTICLE 6

##### TRAVEL WITHIN THE REPUBLIC OF INDONESIA

The Government will facilitate the travel of Center personnel within Indonesia and ensure their safety.

IN...



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IN WITNESS WHEREOF the respective representatives of the Parties, being duly authorised thereto, have signed this Agreement.

DONE AT Jakarta, in duplicate, in the English language on this FIFTEENTH day of MAY 1993.

FOR THE GOVERNMENT OF  
THE REPUBLIC OF INDONESIA

FOR THE CENTER FOR  
INTERNATIONAL FORESTRY RESEARCH

DJAMALUDIN  
SURYOHADIKUSUMO  
  
MINISTER OF FORESTRY

BO BENGTSSON  
  
CHAIRMAN OF THE  
BOARD OF TRUSTEES



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**CENTER FOR INTERNATIONAL FORESTRY RESEARCH  
HEADQUARTERS DEVELOPMENT AT BOGOR, INDONESIA**

**ANNEX TO SUPPLEMENTARY AGREEMENT**

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1. The Government will grant the Center Headquarters facilities at a mutually agreed location in or near Bogor.
2. The Government will take responsibility for :
  - (a) the replacement, substitution or extension when and if necessary of such premises and installations.
  - (b) the replacement within a reasonable period of any building or parts thereof which may be totally or partially destroyed.
3. The Headquarters facilities shall be made available in two stages temporary accommodation to be provided within two months of the signing of this Agreement and permanent accommodation eighteen months thereafter.
4. The temporary accommodation will be provided in the three storey building to the east of the square and shall consist of, but not be limited to the following :
  - (a) Approximately 15 offices shall be provided initially on the ground floor in an agreed layout.
  - (b) Upon request similar offices shall be provided on an upper floor, not exceeding one complete floor.
  - (c) Each office shall be air conditioned, provided with a minimum of two power points and adequate lighting to current international office standards.
  - (d) Cleaning serviced in the building shall be the responsibility of the center together with short term maintenance and repairs. Long term, defined as one year and over, maintenance, renovation and structural repairs to the building and services shall be the responsibility of the Government and shall include a mutually agreed planned maintenance programme which will identify the detailed responsibilities of the Government and the Center.
5. The permanent Headquarters facilities will be granted in a new building to be located on a mutually agreed site in or near Bogor.
  - (a) The...



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- (a) The facility shall be purpose designed to an agreed layout and to a standard compatible with other centres of the Consultative Group on International Agricultural Research.
  - (b) The design of the facility shall be carried out to a mutually agreed programme in consecutive stages each subject to consultation with the Center before the commencement of the subsequent stage and consisting of :
    - (i) Preliminary design including a site layout showing a block plan, site levels and the approximate routes and sizes of main services; outline floor plans and indicative elevations and sections.
    - (ii) Detailed design including floor plans; sections; elevations; key constructional details and a report indicating the form to be used internally and externally, service supplies and capacities, schedules of built-in and loose fittings and equipment, accommodation schedules, and a description of the key features of the design.
    - (iii) Production drawings, specification and bid documents.
    - (iv) Bid stage.
    - (v) Construction stage.
    - (vi) Acceptance and occupation stage.
  - (c) The facility shall consist of but not be limited to the following items in clauses 5 and 6.
6. A site area of approximately 10.000 square metres, shall be set aside exclusively for the Headquarters facility.
- (a) The Government shall undertake not to develop areas adjacent to the site, except by mutual agreement.
  - (b) Car parking shall be provided for approximately 70 cars within the site area.
  - (c) The site area is to be clearly defined in an agreed manner.
  - (d) A vehicular service access shall be provided.
  - (e) Hard landscaping, such as internal roads, carparks, steps and partways, external lighting, flag poles, and planting boxes shall be provided. Soft landscaping, such as trees, bushes, shrubs and flowers shall be the responsibility of the Center.

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7. The building, of approximately 3,200 square metres gross area shall generally consist of offices, meeting rooms, a library, storage, archive and service rooms.
  - (a) The facility shall generally respect the natural features of the site and reflect traditional Indonesian architecture.
  - (b) The materials and finished to be employed in the building are to be subject to mutual agreement.
  - (c) Each working space, approximately 12 square metres, shall be equipped with;
    - (i) Trunking to an approved standard.
    - (ii) Air conditioning
    - (iii) Lighting to current international office standards based on safe computer usage.
    - (iv) In addition to the above, each seminar and conference room shall be provided trunking and conduit as necessary for audio visual and interpretation facilities.
  - (d) Built-in equipment, fixtures and fittings as mutually agreed, shall be provided by the Government. Loose equipment and fittings will be provided by the Center; by mutual agreement the Government will provide services and other facilities for these.
  - (e) Toilets shall be provided in accordance with international standards and dispersed for the number and anticipated gender of staff and visitors.