

SUPPLEMENTARY AGREEMENT BETWEEN THE  
CENTER FOR INTERNATIONAL FORESTRY RESEARCH AND THE  
GOVERNMENT OF THE REPUBLIC OF INDONESIA  
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 meanings 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 removal 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 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, protection 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

### INVIOABILITY 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 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 Center'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.
- (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 WITNESS WHEREOF the respective representatives of the Parties, being duly authorised thereto, have signed this Agreement.

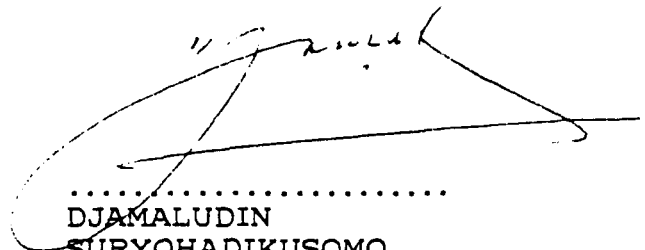
DONE AT Jakarta, in duplicate, in the English language on this  
FIFTEENTH day of MAY 1993.

FOR THE CENTER FOR  
INTERNATIONAL FORESTRY  
RESEARCH



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BO BENGTSSON  
CHAIRMAN OF THE  
BOARD OF TRUSTEES

FOR THE GOVERNMENT OF  
THE REPUBLIC OF INDONESIA



.....  
DJAMALUDIN  
SURYOHADIKUSOMO  
MINISTER OF FORESTRY



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 services 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 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, car parks, steps and pathways, 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.
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 finishes 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.
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