

INDONESIA



Treaty Series No. 34 (1967)

Exchange of Notes

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the Republic of Indonesia

concerning the losses incurred by the
Government of the United Kingdom
and by British Nationals as a result of
the disturbances in Indonesia in
September 1963

Djakarta, 1 December 1966

[The Agreement entered into force on signature]

*Presented to Parliament by the Secretary of State for Foreign Affairs
by Command of Her Majesty
May 1967*

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**EXCHANGE OF NOTES
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE REPUBLIC OF INDONESIA
CONCERNING THE LOSSES INCURRED BY THE GOVERNMENT
OF THE UNITED KINGDOM AND BY BRITISH NATIONALS
AS A RESULT OF THE DISTURBANCES IN INDONESIA IN
SEPTEMBER 1963**

No. 1

*Her Majesty's Ambassador at Djakarta to the Minister for Foreign Affairs
of the Republic of Indonesia*

No. 42

British Embassy,

Your Excellency,

Djakarta, 1 December, 1966.

I have the honour to refer to the discussions which have taken place between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Indonesia concerning the losses incurred by the Government of the United Kingdom and by British nationals as a result of the disturbances in September, 1963. In accordance with these discussions I now have the honour to propose an agreement in the following terms:

- (1) The Government of Indonesia shall be responsible for the settlement of:
 - (a) the claim by the Government of the United Kingdom for the cost of the reconstruction and complete reinstatement of the British Embassy premises (offices and ancillary buildings) erected on a site of 4,182 square metres on the corner of Djalan Madura and Djalan Imam Bondjol in the area of Djakarta Raya municipality up to a ceiling figure of £235,000. Reinstatement of the premises shall include the provision, whether by local purchase or import at the discretion of the Government of the United Kingdom, of all materials, furnishings, stores, equipment and fittings, required to replace those lost, damaged or destroyed;
 - (b) certain other claims which have been presented by the Government of the United Kingdom to the Government of Indonesia amounting to £90,000;
 - (c) claims already transmitted to the Government of Indonesia by Her Majesty's Embassy in Djakarta and other claims by United Kingdom nationals in respect of loss or damage suffered, directly or indirectly, during or as a consequence of the riots and public disorders in Indonesia between 10 and 30 September, 1963, up to a ceiling figure of £335,000.
- (2) For the purposes of this agreement "United Kingdom nationals" shall mean: physical persons, corporations and unincorporated associations who were on 10 September, 1963, and are on the date of signature of the present agreement United Kingdom nationals.

- (3) (a) Since the Government of Indonesia have already paid £120,000 sterling to the Government of the United Kingdom in respect of claims referred to in sub-paragraphs (1)(a) and (1)(c) above, the Government of Indonesia shall make to the Government of the United Kingdom further payments amounting to a total of £540,000.
- (b) Subject to the arrangements for a rupiah fund described in sub-paragraph (3)(c) below, these further payments shall be made in four equal instalments of £135,000 each, payable in sterling to the Bank of England in London free of any charges or transfer fees for credit of the Diplomatic Service account with Her Majesty's Paymaster-General, on 1 December, 1966, 1 April, 1967, 1 October, 1967, and 1 April, 1968.
- (c) A separate British Embassy rupiah account shall be opened at the Bank Negara Indonesia for the handling of the local costs in Djakarta of reconstruction of the British Embassy premises. This account may be freely drawn upon by the British Embassy for the purposes specified. Payments shall be made into this account by the Government of Indonesia at the request of the British Embassy as funds are required. The sterling equivalent of all such payments made in rupiahs during the six months prior to each of the dates mentioned in (b) above shall be deducted from the amounts in sterling to be paid on those dates. (For this purpose the sterling equivalent of each rupiah payment shall be calculated according to a rate of exchange to be subsequently agreed between the two Governments.)
- (4) (a) Supervision of the work of reconstructing and reinstating the British Embassy premises shall be undertaken by staff of the United Kingdom Ministry of Public Building and Works.
- (b) No import, excise, consumption or other tax, duty or impost shall be charged on materials, furnishings, stores, equipment, fittings and other property for use in connection with the reconstruction and reinstatement of the British Embassy premises.
- (c) The Government of Indonesia shall give all necessary facilities for the employment of local labour and for the introduction of expert and technical labour and supervisory staff from the United Kingdom or elsewhere, for the purpose of effecting the above-mentioned works.
- (5) (a) The conclusion of the present agreement and compliance by the Government of Indonesia with its terms shall fully and finally discharge the Government of Indonesia from all liability in respect of the responsibility accepted by the Government of Indonesia for the settlement of the claims mentioned in paragraph (1) above.
- (b) From the date of the present agreement the Government of the United Kingdom undertake not to present to the Government of Indonesia, on its behalf or on behalf of any person whether a United Kingdom national or not, any claim relating to a matter for the settlement of which paragraph (1) provides. The Government of the United Kingdom also undertake not to support such claims.

2. If the foregoing proposals are acceptable to the Government of the Republic of Indonesia, I have the honour to propose that the present Note and Your Excellency's reply to that effect shall constitute an agreement in the above terms between the two Governments which shall enter into force on this day's date.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

H. PHILLIPS.

No. 2

*The Minister for Foreign Affairs of the Republic of Indonesia to
Her Majesty's Ambassador at Djakarta*

No. 0861

Your Excellency,

Djakarta, 1 December, 1966.

I have the honour to acknowledge the receipt of Your Excellency's Note No. 42 of to-day's date, which reads as follows:

[As in No. 1]

I have the honour to inform Your Excellency that the foregoing proposals are acceptable to the Government of the Republic of Indonesia, who therefore agree that your Note and this reply shall constitute an agreement between the two Governments which shall enter into force on this to-day's date.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

ADAM MALIK.

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