

ANNEX B

EXISTING ORGANIZATION STRUCTURE OF DG CPT

The Existing Organization and duties of DG CPT pursuant to Minister of Justice Decree No. M.02 - PR.07.10 year 1989, are as follows :

Directorate General of Copyrights, Patents Trademarks

1. Directorate General of Copyrights, Patents and Trademarks belongs to Department of Justice.
2. The main duty is to perform part of the main duty of the Department of Justice in Copyrights, Patents and Trademarks based on the applicable laws and regulations and pursuant to the policy defined by the Minister of Justice.
3. To perform the duty has functions as follows :
 - 3.1. Formulation of technical policy, providing guidance and establishment in copyrights, patents and trademarks, pursuant to the stipulated one by the Minister of Justice based on the applicable laws and regulations;
 - 3.2. Implementation in copyrights, patents and trademarks is based on the applicable laws and regulations;
 - 3.3. Technical protection on the implementation of duty in copyrights, patents and trademarks are in accordance with the policy stipulated by the Minister of Justice and based on the applicable laws and regulations.
4. Directorate General of Copyrights, Patents and Trademarks comprises :

Secretariate of Directorate General, Directorate of Copyrights, Directorate of Patents and Directorate of Trademarks.

A. Secretariate of Directorate General

1. The Secretariate of Directorate General is assigned to provide administrative services to overall organization structure within Directorate General.

2. To perform the duty of functions as follows :
 - a. Implementing the preparation of plan, program and report;
 - b. Implementing personnel, financial, equipment and general affair of Directorate General.
 - c. Implementing administration within Directorate General.
3. Secretariate of Directorate General comprises :
 - a. Division of Program Preparation and Report;
 - b. Division of Personnel;
 - c. Division of Finance;
 - d. Division of Equipment and General Affair.
 - e. Division of Administration.

B. Directorate of Copyrights

1. Directorate of Copyrights has duty to perform part of the duty of Directorate General in Copyrights pursuant to the technical policy defined by the Directorate General.
2. To perform the duty the Directorate of Copyrights has functions :
 - a. To prepare formulation and technical policy in copyright;
 - b. To prepare establishment application of copyright license;
 - c. To implement application of copyright license;
 - d. To implement examination to compare previous application with present application having similarity of copyright;
 - e. To implement law enforcement in copyright;
 - f. To conduct administration and general affair of Directorate.
3. Directorate of Copyrights comprises :
 - a. Sub Directorate of Application and Processing;
 - b. Sub Directorate of Law, Legacy and Interrogation;
 - c. Sub Directorate of Documentation and Announcement;
 - d. Sub Division of Administration.

C. Directorate of Patents

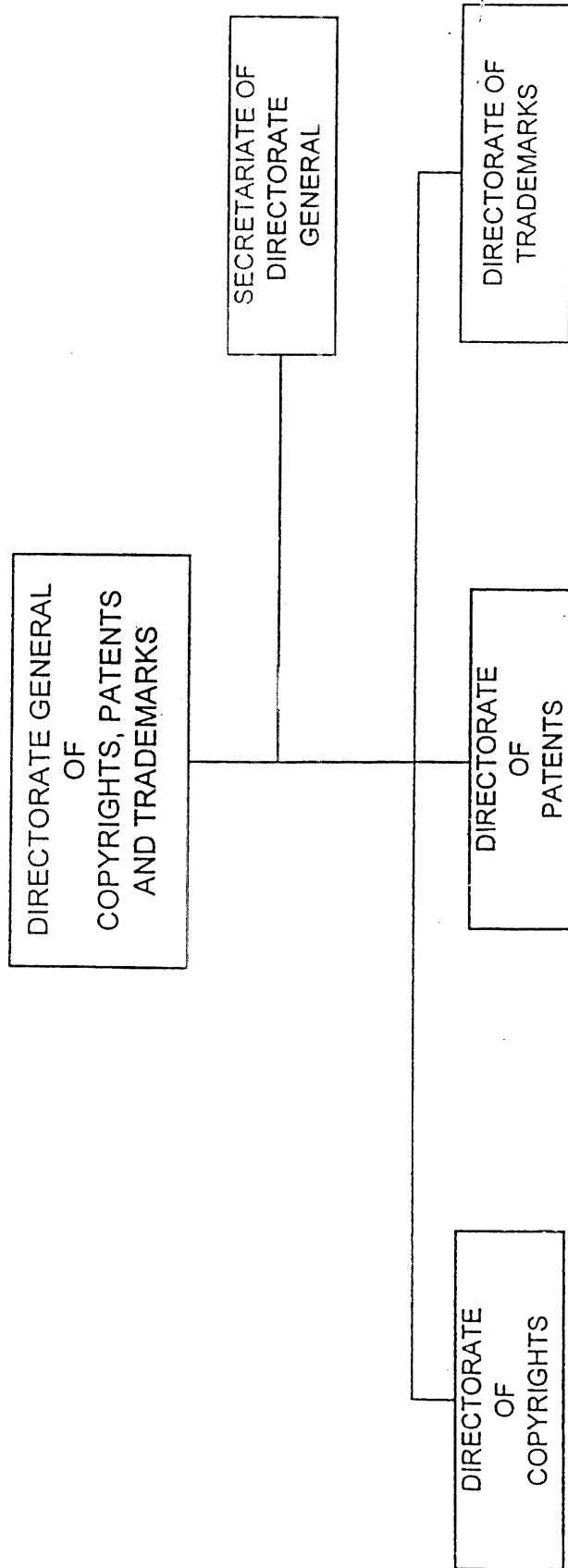
1. Directorate of Patents has duty to perform part of the main duty of Directorate General in patent in accordance with technical policy stipulated by Director General.
2. To perform the duty of Directorate of Patents :
 - a. To perform formulation of technical policy in patent;
 - b. To perform establishment and provide guidance in patent;
 - c. To perform provision of patent application and registration of patent licence;
 - d. To examine patent application;
 - e. To perform law enforcement in patent
 - f. To conduct administration and general affair of Directorate.
3. Directorate of Patents comprises :
 - a. Sub Directorate of Application and Patent Classification;
 - b. Sub Directorate of Patent Examination;
 - c. Sub Directorate of Provision and Patent Mutation;
 - d. Sub Directorate of Law and Documentation;
 - e. Sub Division of Administration.

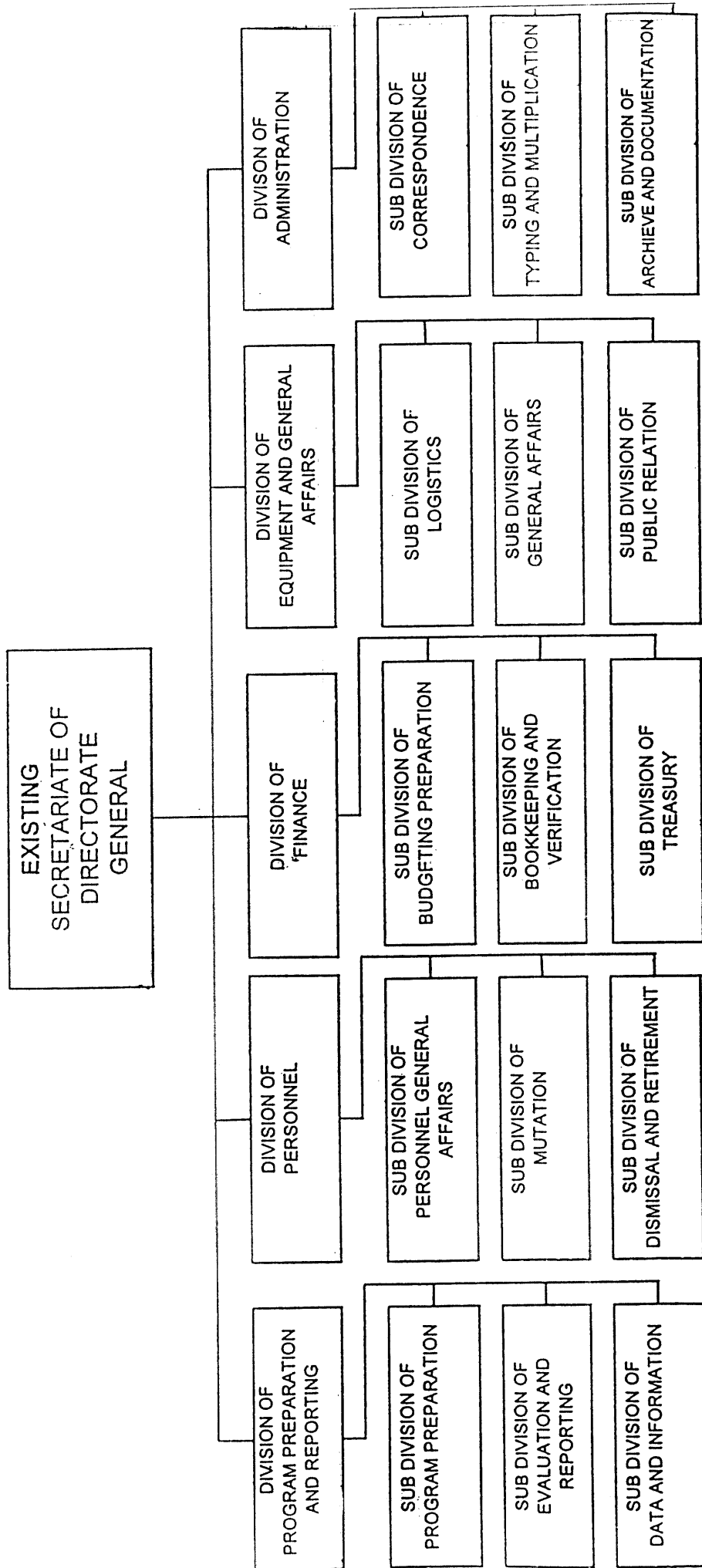
D. Directorate of Trademarks

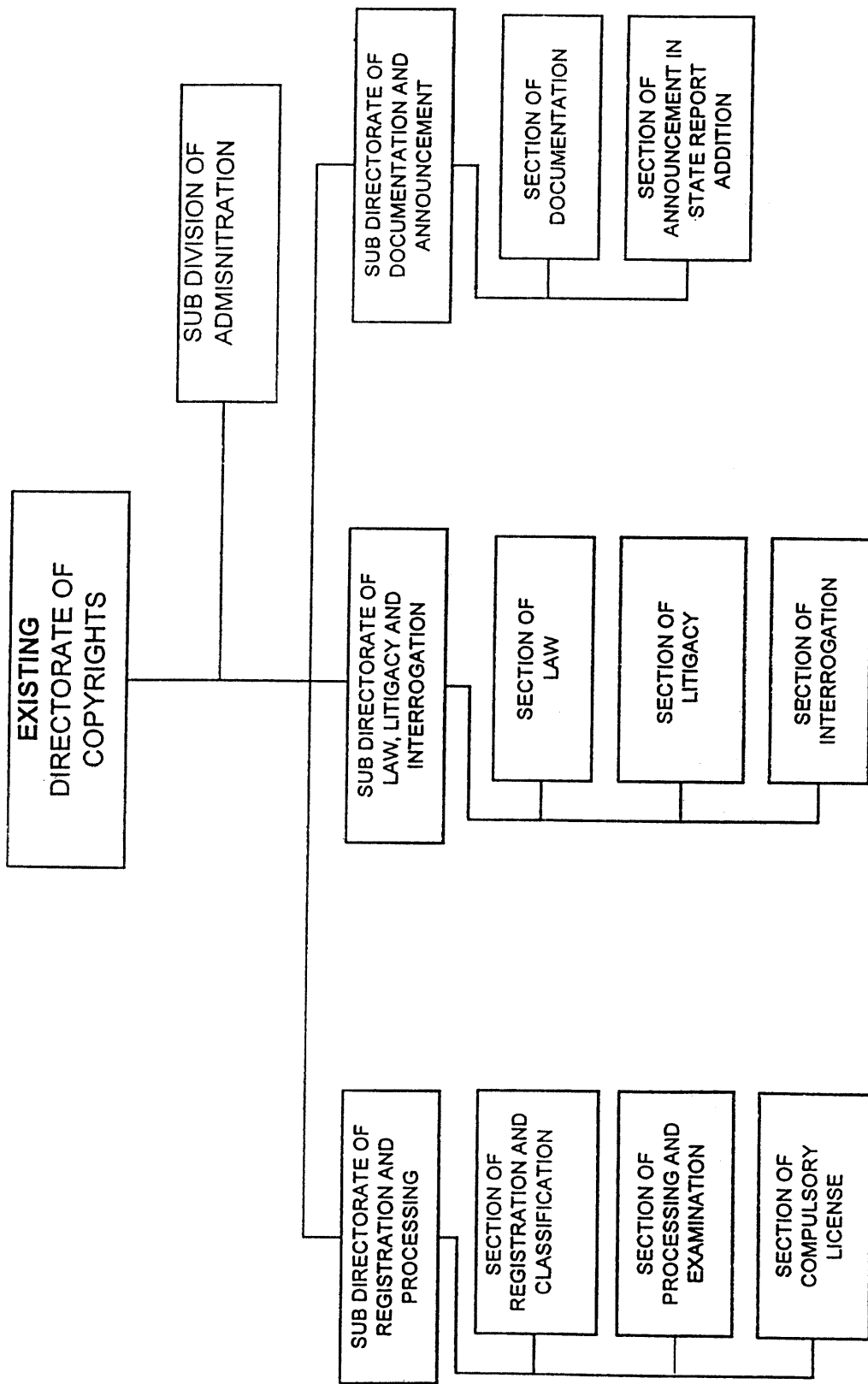
1. Directorate of Trademarks has duty to perform part of main duty of Directorate General in Trademarks in accordance with technical policy stipulated by Director General.
2. To perform the duty Directorate of Trademarks :
 - a. To prepare formulation of technical policy in trademark;
 - b. To perform establishment and provide guidance in trademark;
 - c. To perform trademark registration and trademark licence;
 - d. To conduct examination on trademark application;
 - e. To perform legal affair and litigacy in trademark
 - f. To conduct administration and general affair of Directorate.

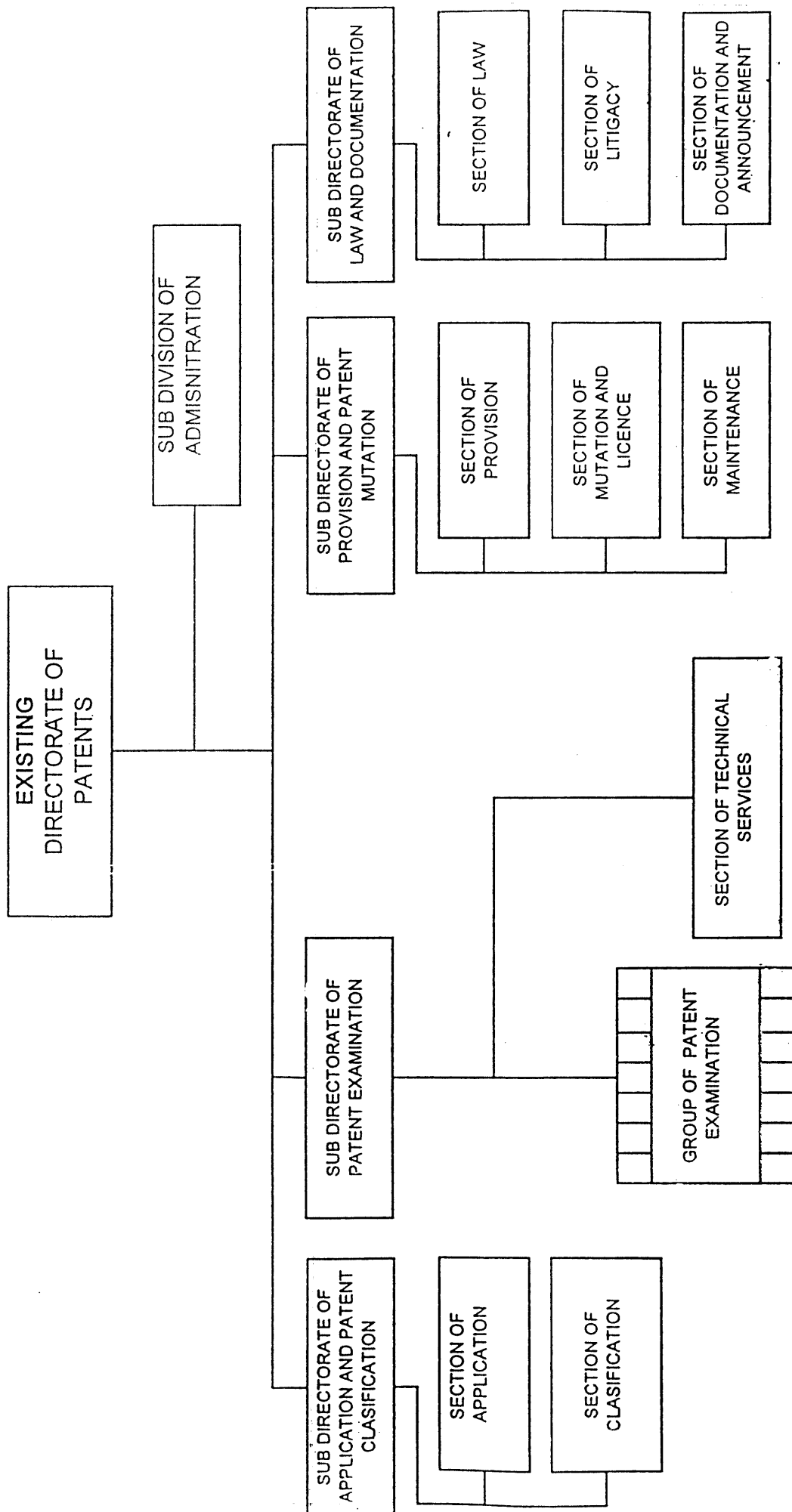
3. Directorate of Trademark comprises :
 - a. Sub Directorate of Application and Mutation;
 - b. Sub Directorate of Examination;
 - c. Sub Directorate of Registration and Licence;
 - d. Sub Directorate of Law and Documentation;
 - e. Sub Division of Administration.

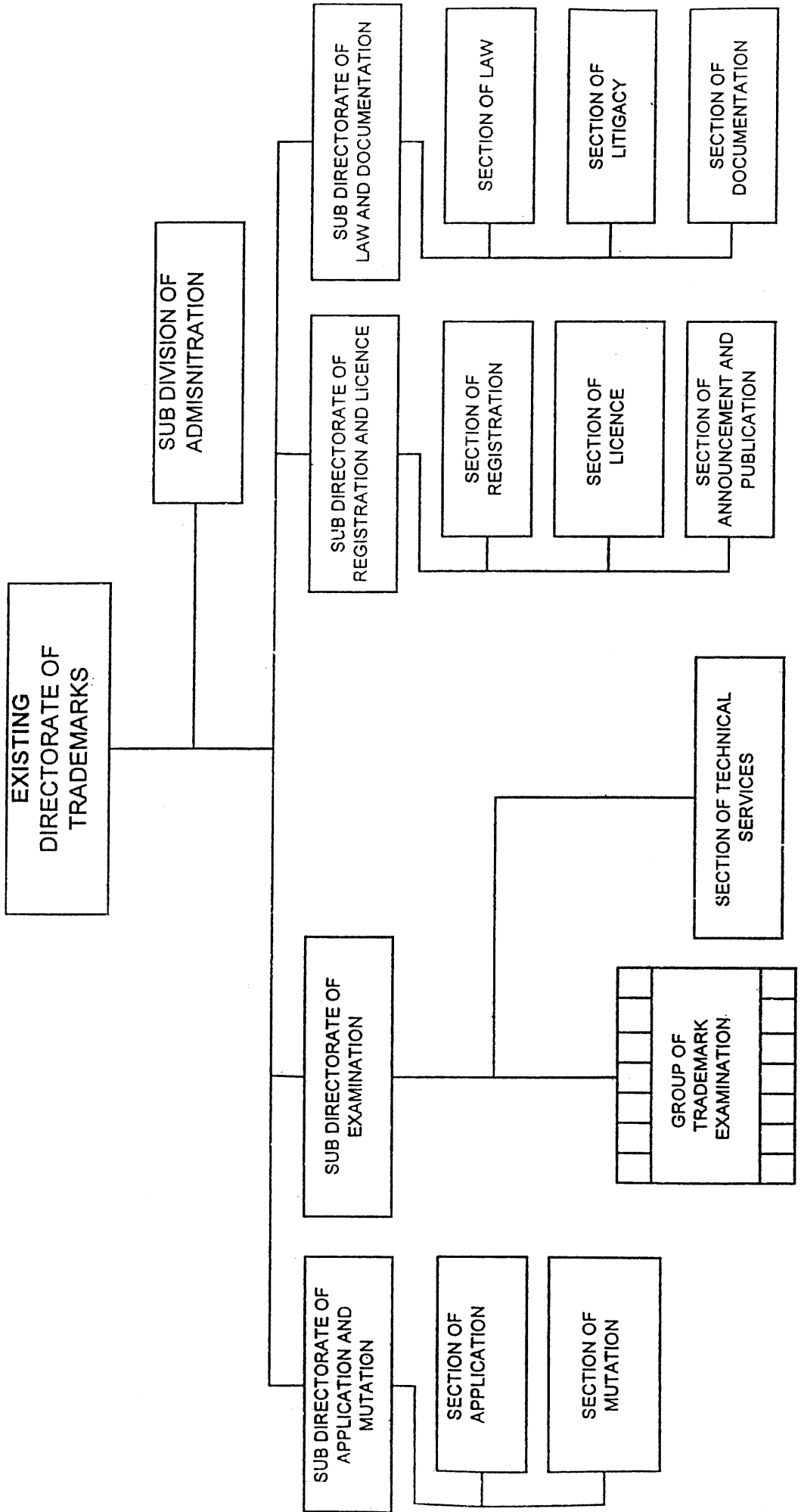
EXISTING
ORGANIZATION STRUCTURE OF
DIRECTORATE GENERAL
OF COPYRIGHTS, PATENTS AND TRADEMARKS



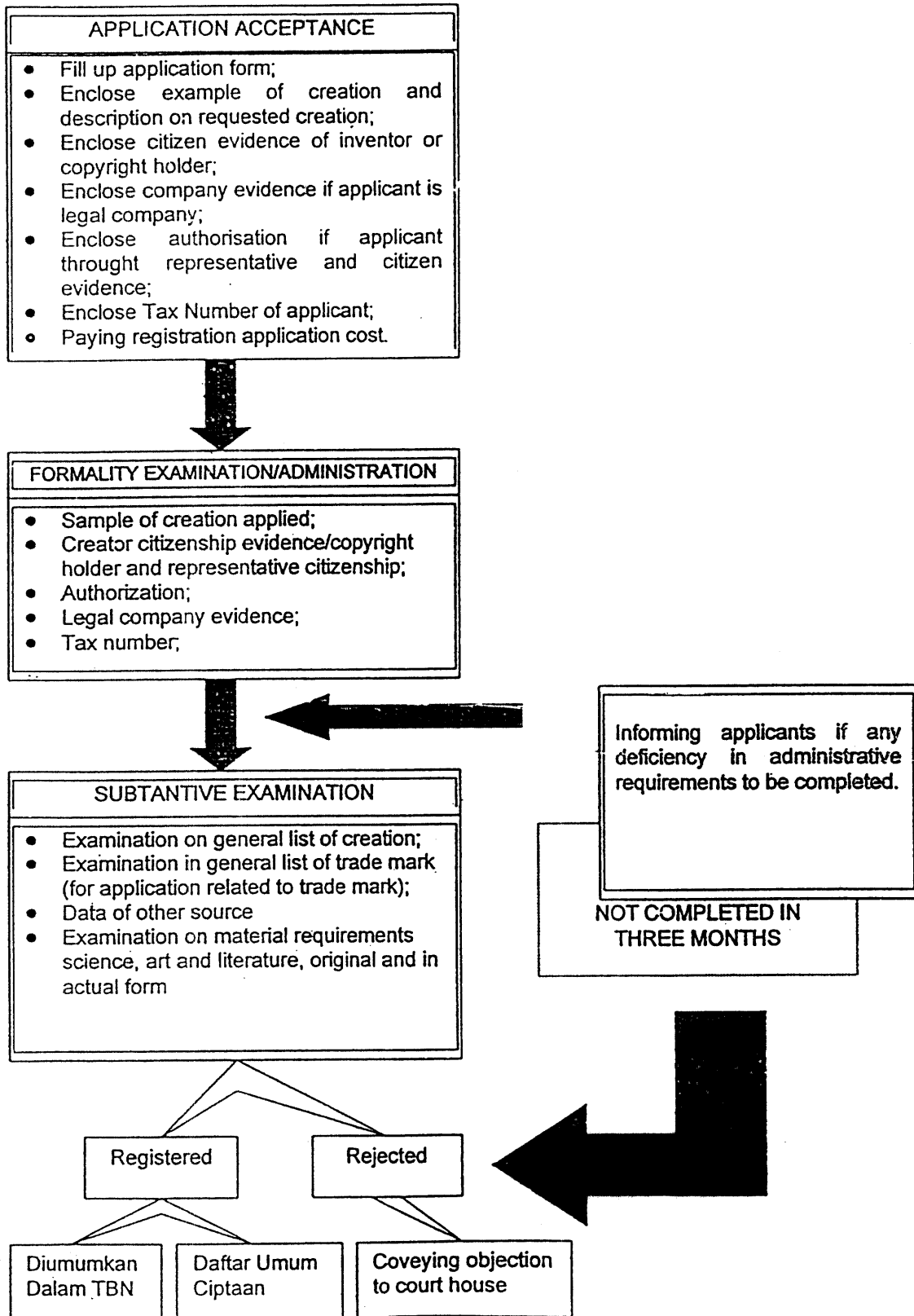






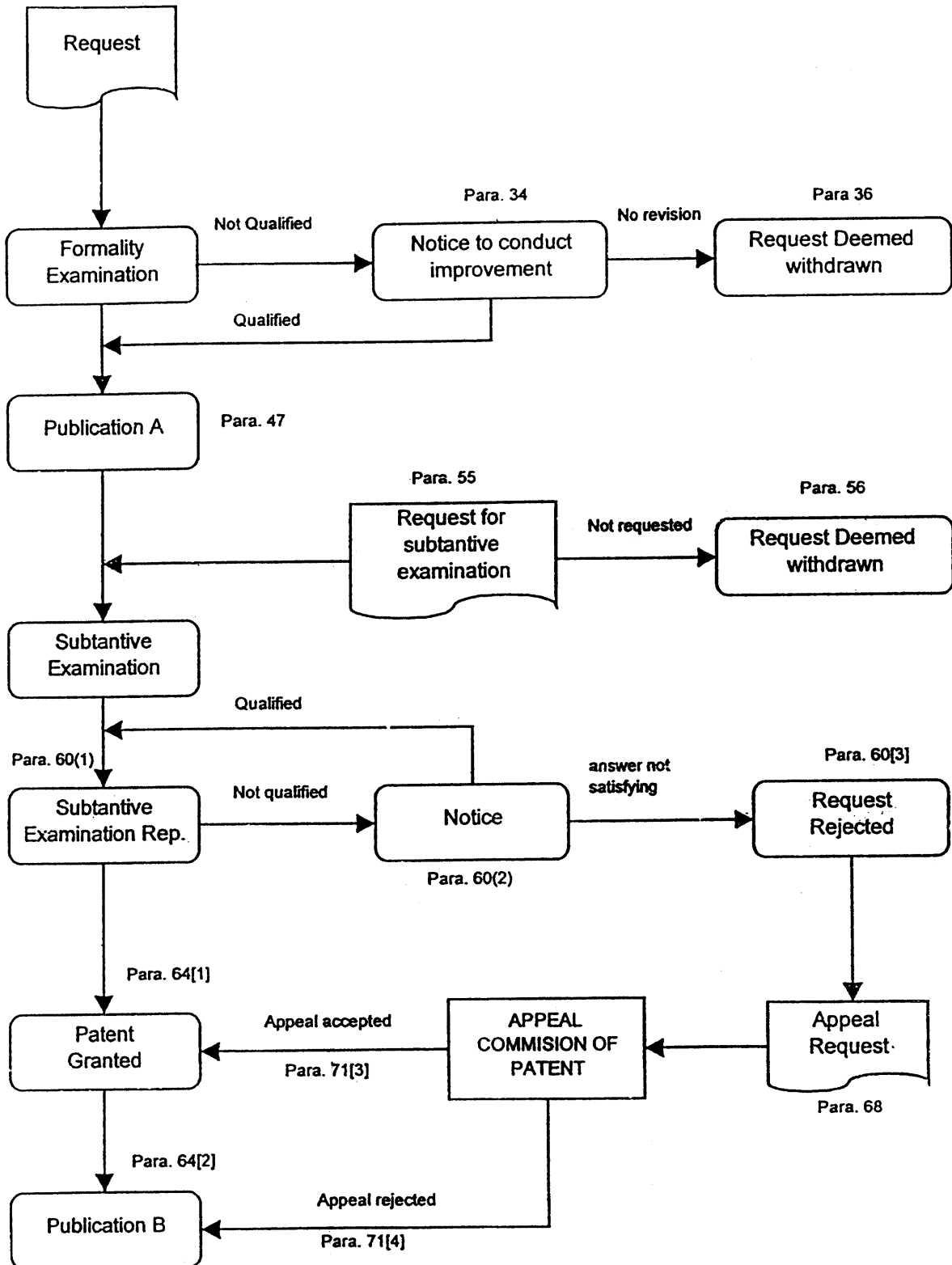


Process of Copyright Registration

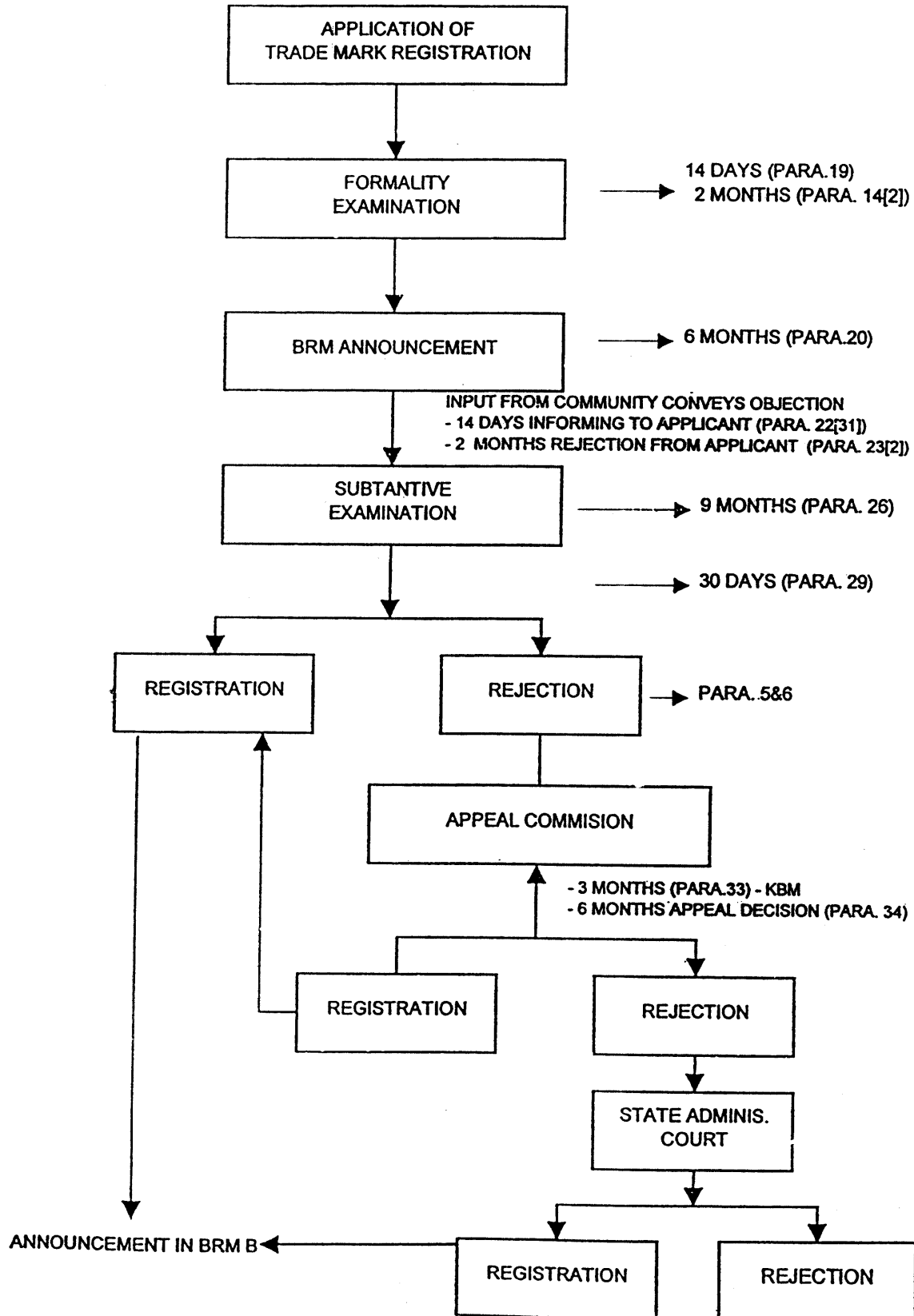


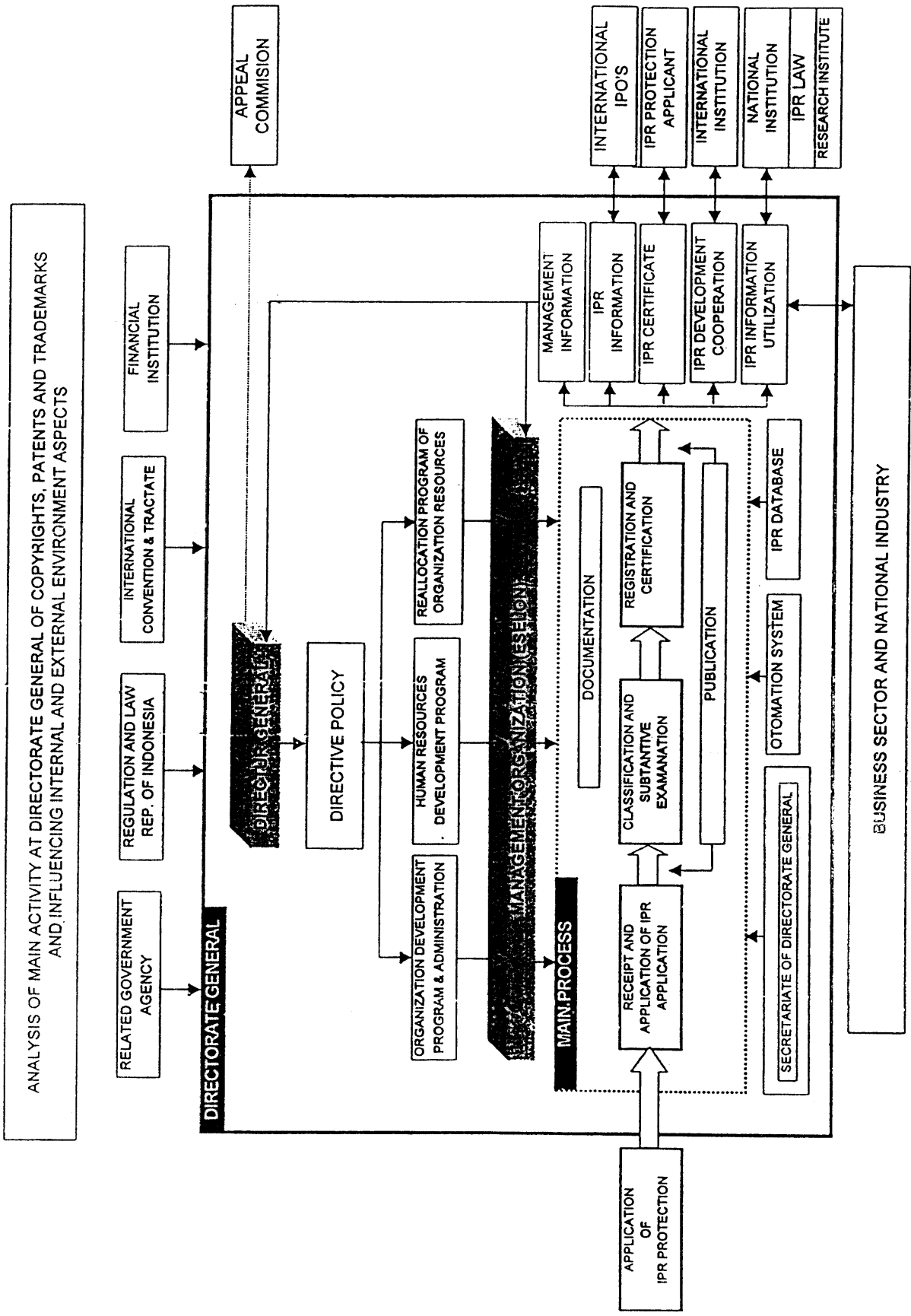
Procedure of Patent Application

Based on Law No.13, Year 1997 on Patent



**PROCESS OF TRADE MARK APPLICATION
PURSUANT TO LAW NO. 19 YEAR 1992 ON TRADE MARK**





ANNEX C

PROPOSED ORGANIZATION STRUCTURE

The proposal of this organization is forwarded by DG CPT to the Ministry of Justice and the Ministry of state Apparatus Empower.

1. The Directorate General of Copyrights, Patents and Trademarks proposed consists of :
 - 1.1. Secretariate of Directorate General
 - 1.2. Directorate of Copyrights, and Integrated Circuit Layout
 - 1.3. Directorate of Trademarks
 - 1.4. Directorate of Patents
 - 1.5. Directorate of Industrial Product Design and Trade Secret
 - 1.6. Directorate of Cooperation and IPR Information Development

With regard to the enlargement of the duty of Directorate General, the nomenclature shall be named as :

Directorate General of Intellectual Property Rights

2. Secretariate of Directorate General

The main duty of the Secretariate General is to provide administrative services to overall organization unit within Directorate General. The addition and alteration on Directorate General of Copyrights, Patents and Trademarks have caused some adjustment on the administration of secretariate.

The alteration is assumed to be the job load from the additional work to complete certificate administration and the administration related to Patent application through PCT (Patent Cooperation Treaty). It is expected to anticipate efficiency and enhance the capability and quality of human resources.

To handle the completion of document administration and Intellectual Property Right Certificate a sub division of IPR administration is established to submit documents of IPR certificate to applicants and applicant's correspondence.

3. Directorate of Copyrights and Integrated Circuit Layout

In particular Integrated the Circuit Lay out Design is a topographic design of microelectronic component which shall be applied on a silicon plate forming Integrated Circuit. The inclusion of Intergrated Circuit Lay out into management aspect of intellectual property rights has caused the Nomenclature to be adjusted into Directorate of Copyrights and Integrated Circuit Lay out.

The function of examination existing at Directorate of Copyrights is proposed to be implemented by examiner groups divided in accordance with classification of application type of efficiency and effectivity of work process, scrutinizing and examining the accuracy.

Since fast development in art, literature and science related to awareness of IPR protection, Directorate of Copyrights shall be pro-active to take inventory in folklore of creations and other unregistered creations for reference in examination.

4. Directorate of Trademarks

In line with TRIPs agreement and international conventions on IPR affecting Trademark it is imperative to adjust organization structure and administration within Directorate of Trademark to enhance capability to examine trademark substantive based on Vienna Classification.

The addition of Figurative Classification Section and famous trademark section at Sub Directorate of Examination is to assist the examiners in preparing material to conduct examination

5. Directorate of Patents

To enhance the implementation of legal services in patent field particularly in facing globalization era of world economy it is imperative to follow up :

- a) Presidential Decree No.15 year 1997 on the amendment of Presidential Decree No.24 year 1979 on confirmation of Paris Convention for the Protection of Industrial Property and Convention Establishing the WIP and;
- b) Presidential Decree No.16 year 1997 on the installment of Patent Corporation Treaty (PCT) and Regulations under the PCT.

The addition on Administration section of Appeal Commission is to assist or support the activity of appeal commission especially in administration.

5. **Directorate of Industrial Product Design and Trade Secret**

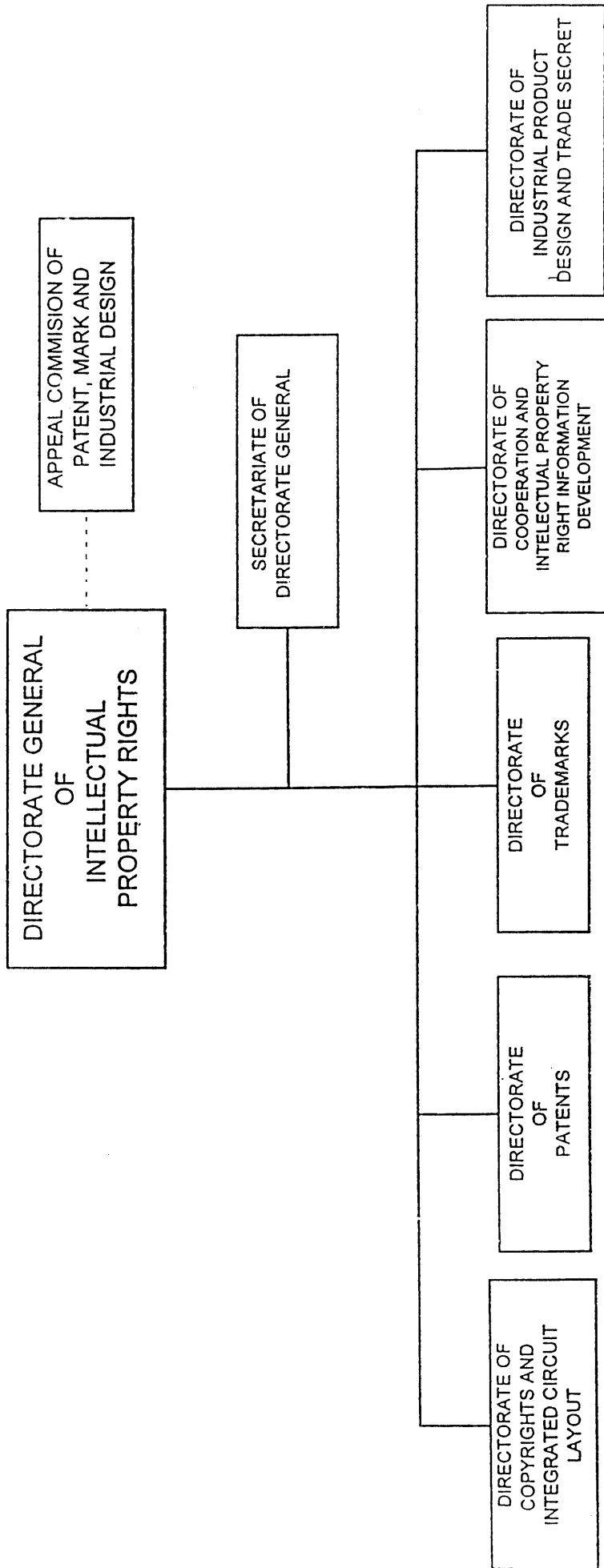
Directorate of Industrial Product Design and Trade Secret is required for IPR protection specified in TRIPS Agreements. The addition of this directorate is in line with the government obligation that ratifies the agreement in 1997.

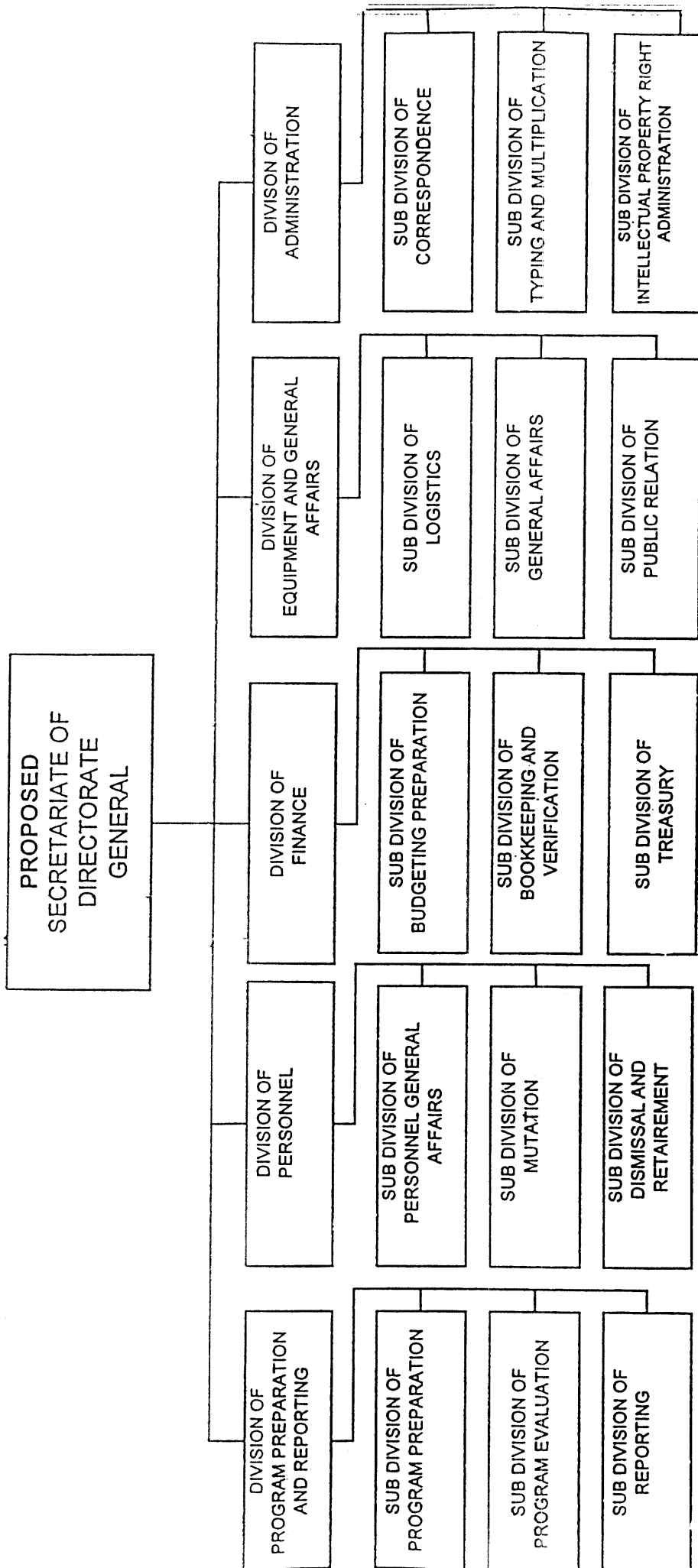
6. **Directorate of Cooperation and IPR Information Development**

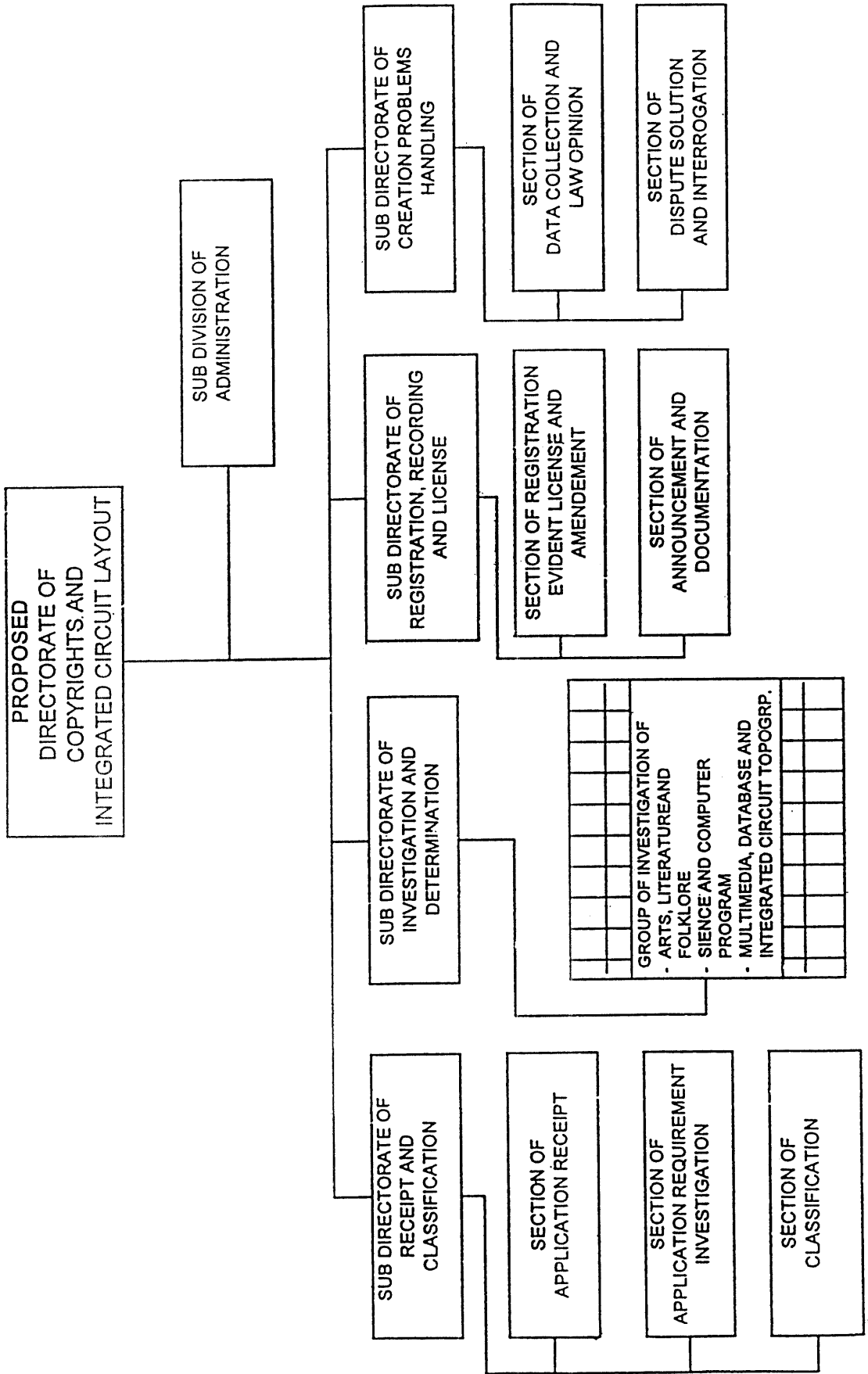
The IPR protection on either businessmen, industrialist or researchers is not proper. The readiness of Indonesian government to face competition of free trade depends on the readiness of community to protect the intellectual property.

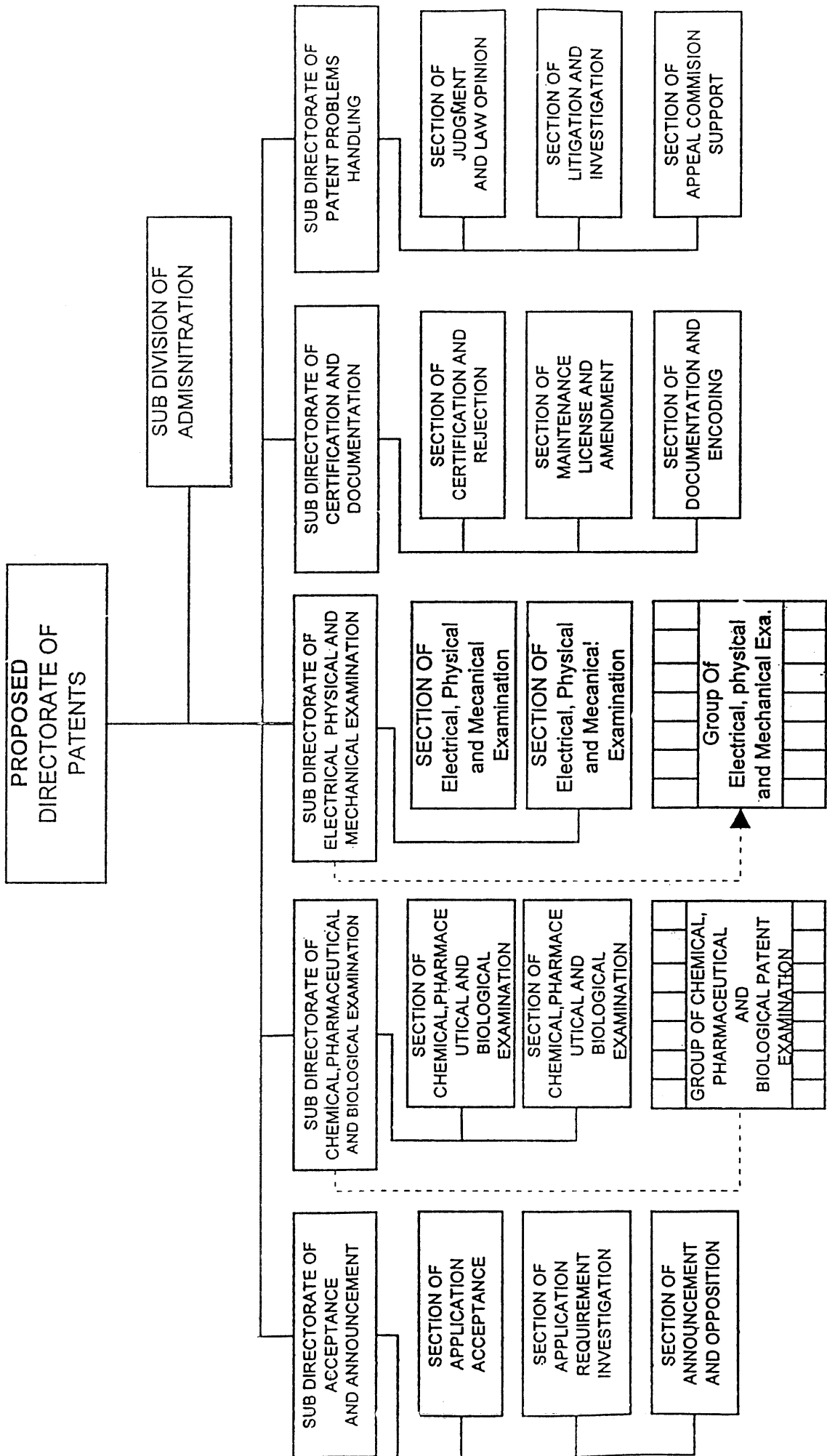
The increase of IPR application internationally or nationally will increase conflict in IPR protection. So it requires organization unit which handles external conflict by solving conflict through peaceful compromise handled by Sub Directorate of Arbitrary Solution Consultant.

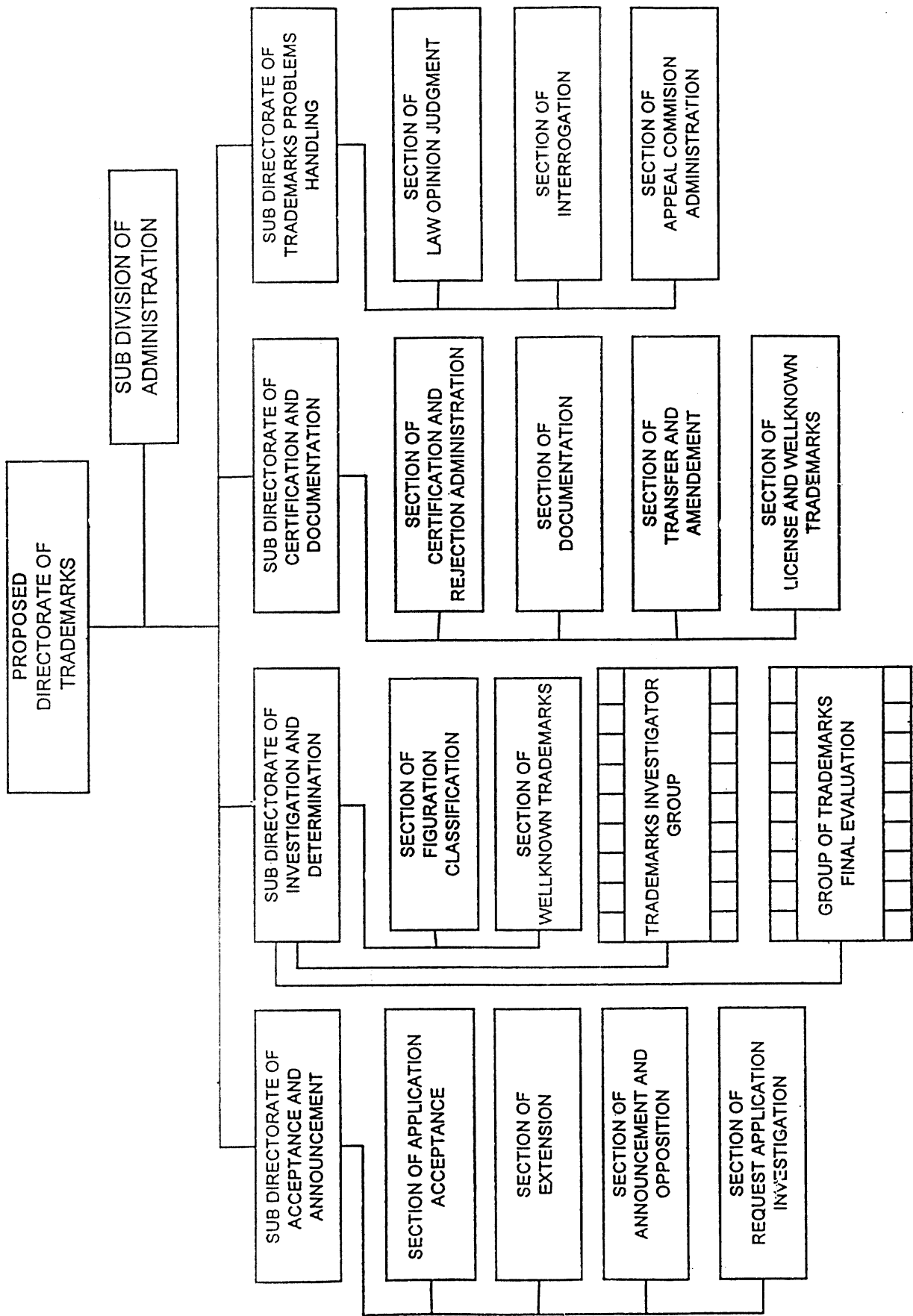
PROPOSED
ORGANIZATION STRUCTURE OF
DIRECTORATE GENERAL
OF INTELLECTUAL PROPERTY RIGHT

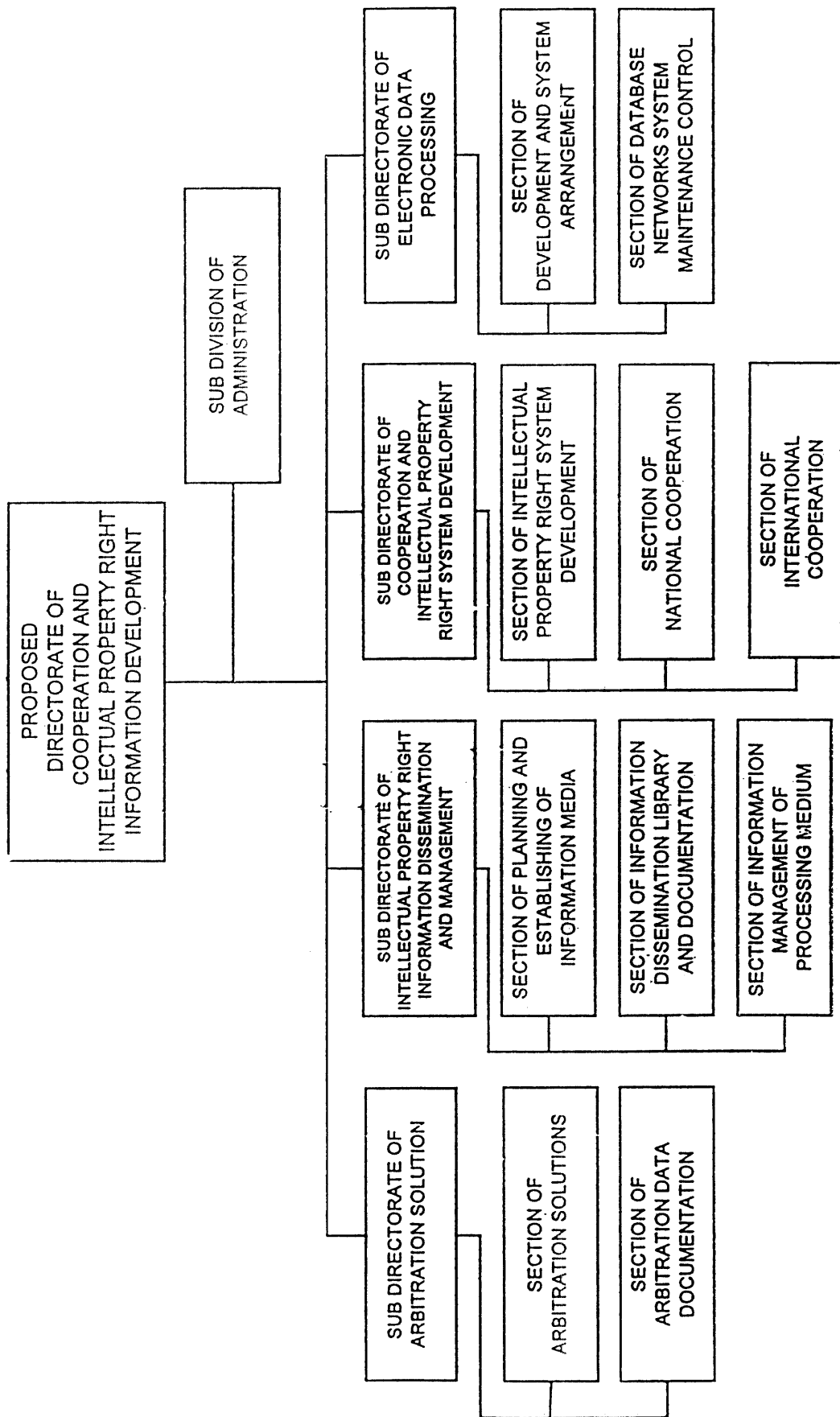


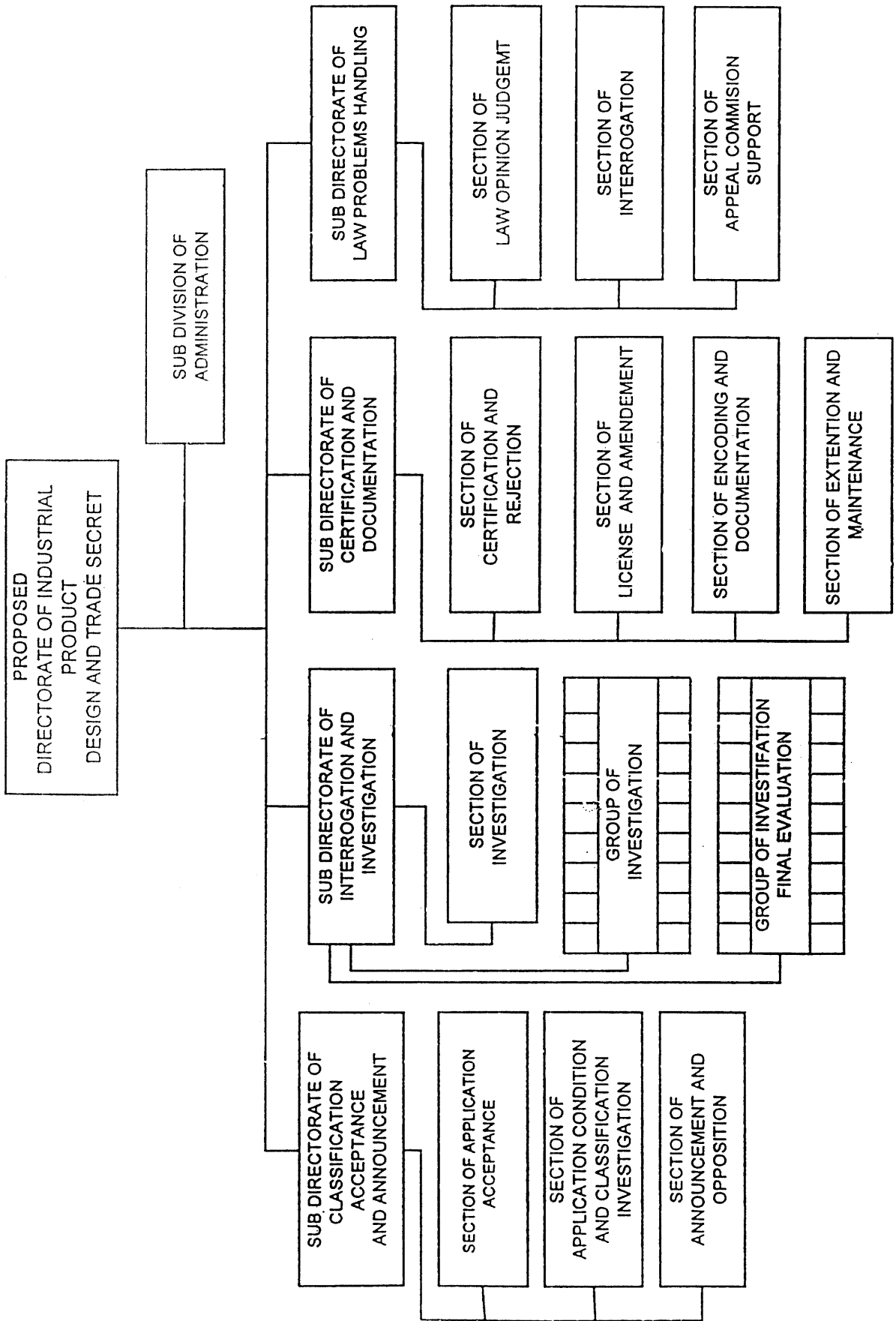












ANNEX D

EXPECTED REDUCTION OF INFRINGEMENT COMPLAINTS

- a. Reduction of the number of infringement complaints is as follows :

IP MATTERS	Σ Case per week in		
	1997	2001	2002
Copyrights	75	10	1
Patents	75	10	1
Trademarks	100	30	3
Total	250	50	5

- b. Reduction in the time taken to respond to Police inquires related to IPR information Criminal Prosecutions from current year (1997) 3 days to :

1 Day at the End of Year 3 (2001)

1 Hour at the End of Year 4 (2002)

- c. Reduction of the time taken for formalities checking from 14 (fourteen) days to :

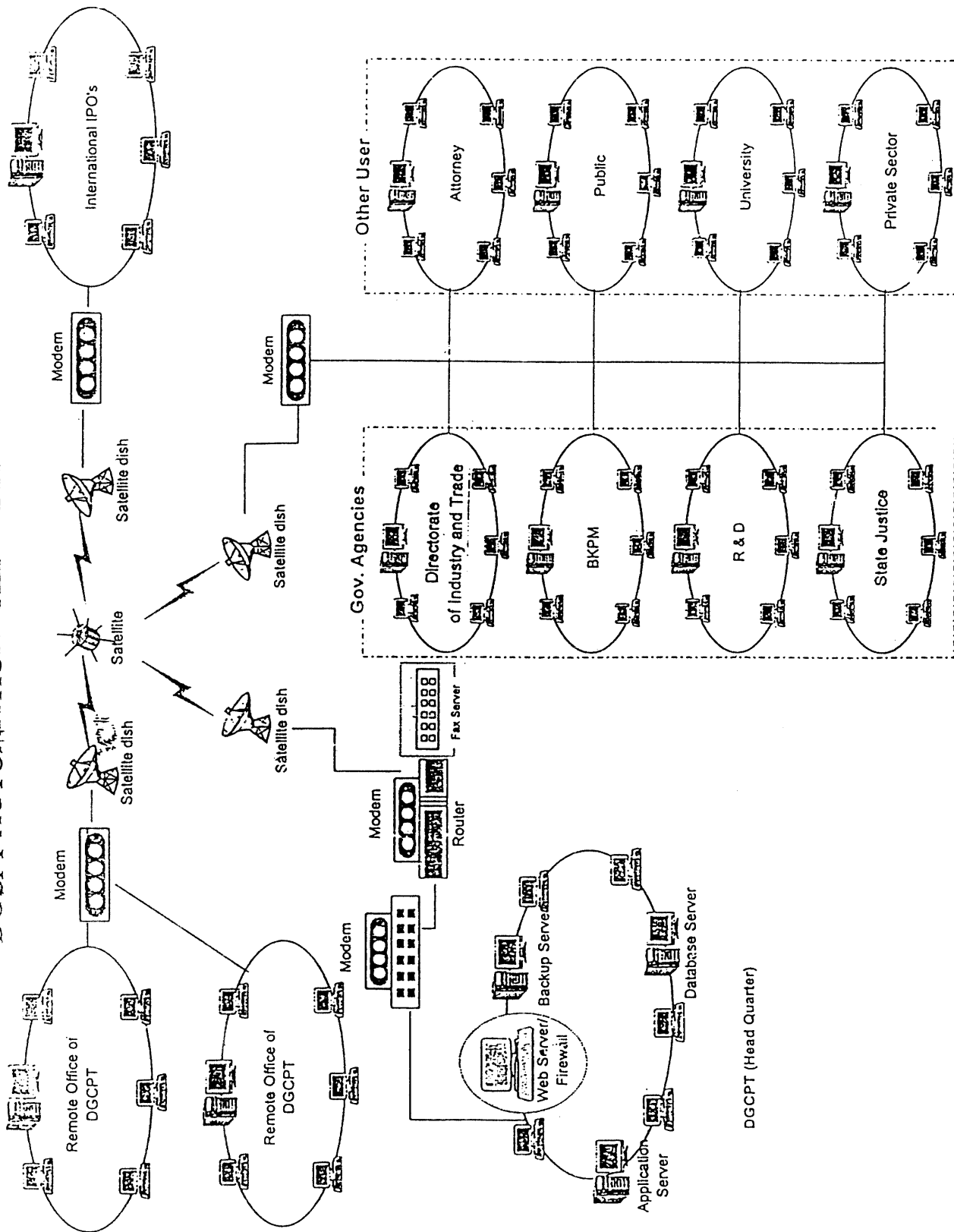
2 Days at the End of Year 3 (2001)

1 Day at the End of Year 4 (2002)

- d. Improved Corporated and Directorate Services that are Customer Services oriented are demonstrated by :

- Reduced cycle time for administrative and technical processes
- Reduced number of request to IPR applicants and owners for corrective action and supplementary documentation.
- Instant responses to IPR information requests.
- Each patent examiner productivity increases from 25 applicants/ year becomes 50 applications/year by the end of 2000, each trademark examiner productivity increases from 6 application/day becomes 15 applications/day by the end of 2000, each copyright examiner productivity increases from 5 applications/day becomes 10 applications/day by

DGCPT AUTOMATION PRELIMINARY CONCEPT



DGCPT (Head Quarter)

DRAFT CONTRACT

CONTRACT

between

**Departement of Justice
In this case Law Services Facility
Development Project Manager**

and

Consultant

On

**Automation Plan and The Strengthening
of National Intellectual Property Network
System within DGCPT**

This CONTRACT (hereinafter called the "Contract") is made the day of the month of, 1999, between, on the one hand, Law Services Facility Development Project, DGCPT (hereinafter called the "Client") and, on the other hand, [.] (hereinafter called the Consultants")

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") towards the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this

KONTRAK

Antara

**Departemen Kehakiman
Dalam hal ini Pimpro Pembinaan
Fasilitas Pelayanan Hukum**

dan

Konsultan

Untuk

**Pekerjaan Automation Plan and The
Strengthening of National Intellectual
Property Network System
dilingkungan DJHCPM**

Kontrak ini (yang selanjutnya disebut "Kontrak") dibuat pada hari tanggal bulan 1999, antara, disatu pihak Pimpro Pembinaan Fasilitas Pelayanan Hukum, DJHCPM (yang selanjutnya disebut "Klien") dan dilain pihak, [.] (yang selanjutnya di sebut "Konsultan").

MENINGAT

- (a) Klien telah menunjuk Konsultan untuk melaksanakan jasa konsultansi sebagaimana disebutkan dalam persyaratan umum yang terlampir dalam Kontrak (selanjutnya disebut "Jasa Pelayanan");
- (b) Konsultan telah membuktikan kepada Klien bahwa Konsultan tersebut mempunyai kemampuan profesional yang dibutuhkan, memiliki sumberdaya manusia dan teknik, serta telah setuju untuk melaksanakan jasa konsultansi berdasarkan syarat-syarat dan ketentuan didalam Kontrak ini.
- (c) Klien telah menerima Loan dari IBRD (yang selanjutnya disebut "Bank") untuk membiayai jasa konsultansi itu dan akan menggunakannya sebagian dari Loan tersebut untuk membayar pekerjaan jasa konsultan tersebut, yang memenuhi syarat dalam

Contract, it being understood (i) that payments by the Bank will be made only at the request of the Client and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan or have any claim to the loan proceeds;

Kontrak, yaitu (i) bahwa pembayaran hanya akan dilakukan atas permintaan Klien dan dengan persetujuan dari Bank, (ii) bahwa cara pembayaran akan mengikuti dan tunduk pada syarat-syarat dan ketentuan yang ada dalam Naskah Perjanjian Pinjaman Luar Negeri, (iii) bahwa tidak ada pihak lain kecuali Klien yang memperoleh hak atas Pinjaman Luar Negeri tersebut atau mengajukan keberatan atas penggunaannya.

NOW THEREFORE the parties hereto hereby agree as follows :

Oleh karena itu berdasarkan hal-hal tersebut diatas pihak-pihak yang terkait menyetujui hal-hal sebagai berikut :

1. The following documents attached hereto shall be deemed to form an integral part of this Contract :

1. Dokumen-dokumen yang ada dan terlampir akan menjadi bagian yang tak terpisahkan dari Kontrak ini :

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices :

- (a) Syarat-syarat Umum Kontrak
- (b) Syarat-syarat Khusus Kontrak
- (c) Lampiran-lampiran yang berikut

Appendix A : Description of the Services (used)

Lampiran A : Uraian mengenai jasa pelayanan (digunakan)

Appendix B : Reporting Requirements (Used)

Lampiran B : Laporan yang di b u t u h k a n (digunakan)

Appendix C : Key Personnel and Subconsultants (used)

Lampiran C : Tenaga inti dan Sub Konsultan (digunakan)

Appendix D : Breakdown of Contract Price in Foreign Currency (used)

Lampiran D : Rincian Harga Kontrak dalam Mata Uang Asing (digunakan)

Appendix E : Breakdown of Contract Price in Local Currency (used)

Lampiran E : Rincian Harga Kontrak dalam R u p i a h (digunakan)

Appendix F : Services and facilities Provided by the Client (Not used)

Lampiran F : Layanan dan Fasilitas yang diberikan Klien (tidak digunakan)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular :

2. Hal-hal dan kewajiban timbal balik antara Klien dan Konsultan akan dimuat dalam Kontrak, khususnya :

- (a) The Consultants shall carry out the Services in accordance with the

- (a) Konsultan harus melaksanakan Jasa Pelayanannya sesuai ketentuan

provisions of the Contract; and
(b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

dalam Kontrak ini; dan
(b) Klien harus mengadakan pembayaran kepada Konsultan sesuai dengan ketentuan dalam Kontrak ini.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Demikian Kontrak ini dibuat dan ditanda tangani oleh kedua belah pihak pada hari dan tanggal yang tersebut diatas.

For and on behalf of

Atas nama

Departement of Justice
Law Services Facility Development Project,
DGCPT

Departemen Kehakiman,
Proyek Pembinaan Fasilitas Pelayanan
Hukum,
DJHCPM

Drs. Azmi Dahlan
Project Manager

Drs. Azmi Dahlan
Pimpinan Proyek

For and on behalf of
PT.

Atas nama
PT.

.....
[Authorized Representative]

.....
[Jabatan]

For and on behalf of
PT.

Atas nama
PT.

.....
[Authorized Representative]

.....
[Jabatan]

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings :

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country (or in such other country as may be specified in the Special Conditions of Contract (SC)), as they may be issued and in force from time to time;
- (b) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.
or
- (b) "Association" means the International Development Association, Washington, D.C., U.S.A.;
- (c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "Foreign Currency" means any currency other than the currency of the Government;
- (f) "GC" means these General Conditions of Contract;
- (g) "Government" means the Government of the Client's country;

II . PERSYARATAN UMUM KONTRAK

1. Persyaratan Umum

1.1. Definisi

Kecuali ditetapkan lain, istilah-istilah berikut apabila dipakai dalam Kontrak ini, akan mempunyai arti seperti berikut :

- (a) "Hukum yang berlaku" berarti hukum atau sarana lain yang mempunyai kekuatan hukum di Pemerintahan suatu Negara, yang telah di-Undangkan dan mempunyai kekuatan dari waktu ke waktu.
- (b) "Bank" berarti International Bank for Reconstruction and Development, Washington, D.C., U.S.A.
atau
- (b) "Asosiasi" berarti International Development Association, Washington, D.C., U.S.A.;
- (c) "Kontrak" berarti persetujuan Kontrak yang ditandatangani oleh pihak-pihak yang terkait, dimana Persyaratan Umum Kontrak ini dilampirkan, bersama-sama dengan dokumen lainnya yang dicantumkan pada Pasal 1 dari Kontrak yang telah ditandatangani;
- (d) "Harga Kontrak" berarti harga yang harus dibayarkan atas pelaksanaan jasa Konsultan sesuai dengan futsal 6;
- (e) "Mata Uang Asing" berarti setiap mata uang selain Rupiah;
- (f) "GC" berarti Persyaratan Umum dari Kontrak;
- (g) "Pemerintah" berarti Pemerintah suatu Negara;

- | | |
|---|---|
| <p>(h) "Local Currency" means the currency of the Government;</p> <p>(i) "Member," in case the Consultant consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' right and obligations towards the Client under this Contract;</p> <p>(j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;</p> <p>(k) "Personnel" means person hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;</p> <p>(l) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;</p> <p>(m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A; and</p> <p>(n) "Subconsultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.</p> | <p>(h) "Mata Uang Lokal" berarti mata uang dari Pemerintah tersebut;</p> <p>(i) "Anggota" apabila Konsultan merupakan gabungan lebih dari satu perusahaan, berarti salah satu diantara perusahaan-perusahaan tersebut dan 'Anggota-anggota' berarti semua perusahaan tersebut;</p> <p>(j) "Pihak" berarti Klien atau Konsultan, sebagaimana yang dimaksud; dan 'Pihak-pihak' berarti kedua-duanya;</p> <p>(k) "Personil" berarti orang-orang yang dipekerjakan oleh Konsultan atau Sub-Konsultan sebagai pegawai untuk melaksanakan jasa pelayanan ini;</p> <p>(l) "SC" berarti Persyaratan Khusus Kontrak yang dapat diubah atau ditambah;</p> <p>(m) "Jasa Pelayanan" berarti pekerjaan yang harus dilaksanakan oleh Konsultan sesuai dengan Kontrak ini, seperti yang diuraikan dalam Lampiran A; dan</p> <p>(n) "Sub-Konsultan" berarti perusahaan yang ditugaskan oleh Konsultan untuk melaksanakan sebagian Jasa Pelayanan sesuai dengan ketentuan dalam Pasal 3.5 dan 4.</p> |
|---|---|

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the language specified in the "SC", which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.2 Hukum yang berlaku dalam Kontrak

Pengertian dan penafsiran Kontrak ini, serta hubungan antara pihak-pihak yang terkait diukur oleh hukum yang berlaku.

1.3 B a h a s a

Kontrak ini telah disusun dalam bahasa seperti tersebut didalam Persyaratan Khusus Kontrak (SC) yang mengikat dan mengatur untuk semua hal yang berkaitan dengan pengertian dan penafsiran Kontrak ini.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or went sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, wether in the Government's country or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Subconsultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into affect on the date the Contract is signed by both parties or such other later date as may be stated in the SC.

1.4 Pemberitahuan

Setiap pemberitahuan, permintaan atau ijin yang dibuat, sehubungan dengan Kontrak ini, harus dibuat secara tertulis dan benar-benar sudah dikirimkan atau diterima oleh wakil yang sah dari pihak terkait atau jika dikirim dengan surat tercatat, telex, telegram, atau facsimil kepada alamat pihak yang tercantum dalam SC.

1.5. L o k a s i

Jasa Pelayanan harus dilaksanakan dilokasi sebagaimana ditetapkan pada Lampiran A, apabila untuk tugas tertentu tidak ditetapkan lokasi yang khusus, maka lokasi semacam itu bisa dalam negeri atau dimana saja dengan persetujuan Klien.

1.6. Pejabat yang diberi kuasa

Setiap kegiatan yang perlu atau boleh dilakukan dan setiap dokumen yang diperlukan atau boleh dilaksanakan di dalam Kontrak ini, baik oleh Klien ataupun Konsultan dapat dibuat atau dilaksanakan oleh para pejabat yang tersebut didalam SC.

1.7. Pajak-pajak dan Bea

Kecuali ditetapkan lain di dalam SC, Konsultan, Sub-Konsultan dan Personil harus membayar pajak-pajak, bea, ongkos dan kewajiban-kewajiban lainnya yang dapat dipungut sesuai dengan hukum atau Undang-undang yang berlaku.

2. Mulai, Penyelesaian, Modifikasi dan Berakhirnya Kontrak

2.1 Masa berlakunya Kontrak

Kontrak dinyatakan berlaku pada tanggal Kontrak ditandatangani oleh kedua belah pihak, atau tanggal lain setelah itu, sebagaimana ditetapkan dalam SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.5 Force Majeure

2.5.1 *Definition*

For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 *No Breach of Contract*

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the

2.2 Mulainya Pekerjaan Jasa Pelayanan

Konsultan harus mulai melaksanakan jasa pelayanannya tiga puluh (30) setelah dari tanggal Kontrak dinyatakan berlaku seperti yang tercantum dalam SC.

2.3 Berakhirnya Kontrak

Kecuali kalau Kontrak berakhir lebih awal sesuai yang ditetapkan dalam 6C pasal 2.6, Kontrak ini akan berakhir pada jangka waktu tertentu setelah tanggal efektif sebagaimana tercantum dalam SC.

2.4 Modification

Modifikasi dari istilah-istilah dan persyaratan-persyaratan Kontrak ini, termasuk modifikasi dari lingkup pekerjaan jasa pelayanan atau Harga Kontrak, hanya dapat dilaksanakan dengan persetujuan tertulis antara kedua belah pihak, dan akan berlaku setelah ada persetujuan dari Bank.

2.5. Keadaan Memaksa

2.5.1 Definisi

Yang dimaksud Force Majeure dalam kontrak ini, ialah peristiwa/kejadian diluar kekuasaan/kemampuan konsultan, sehingga kinerja konsultan dalam memulai kewajiban yang termuat dalam kontrak, tidak dapat dilaksanakan atau dianggap tidak mungkin pelaksanaannya dilakukan dalam keadaan yang demikian.

2.5.2 *Larangan Pelanggaran terhadap Kontrak*

Kegagalan salah satu Pihak untuk melaksanakan kewajiban Kontrak karena Keadaan Memaksa ini tidak bisa dianggap sebagai pelanggaran Kontrak, asalkan Pihak tersebut (a) telah berusaha untuk mengatasinya dengan segala tindakan yang perlu dan (b) telah memberitahu Pihak lain sesegera mungkin tentang terjadinya peristiwa tersebut.

occurrence of such an event.

2.5.3 *Extension of Time*

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 *Payments*

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.6 *Termination*

2.6.1 *By the Client*

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (e) :

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become insolvent or bankrupt;

2.5.3. *Perpanjangan Waktu*

Apabila Keadaan Memaksa itu mengakibatkan adanya perpanjangan waktu pelaksanaan Kontrak, maka akan diperpanjang dengan jangka waktu yang sama dengan jangka waktu lamanya Pihak tersebut terhambatnya melaksanakan Pekerjaan.

2.5.4 *Pembayaran*

Selama jangka waktu ketidakmampuan mereka untuk melaksanakan Pemberian Jasa sebagai akibat dari suatu kejadian Force Majeure, Konsultan berhak untuk terus dibayar sesuai dengan ketentuan-ketentuan dalam Kontrak ini serta pembayaran untuk biaya-biaya tambahan yang wajar dan memang perlu dikeluarkan selama jangka waktu Pelayanan Jasa dan dalam rangka mengaktifkan kembali Jasa Konsultan setelah berakhirnya jangka waktu ketidakmampuan tersebut.

2.6 *Penghentian*

2.6.1 *Oleh Klien*

Klien dapat menghentikan Kontrak ini dalam jangka waktu tidak kurang dari 30 (tiga puluh hari) pemberitahuan tertulis tentang penghentian kepada Konsultan untuk kejadian seperti tersebut pada paragraf (a) sampai (d) dalam pasal 2.6.1. atau selambat-lambatnya 60 (enam puluh) hari untuk kejadian seperti tersebut pada paragraf (e) di bawah ini :

- (a) Jika Konsultan tidak berhasil memperbaiki kegagalan dalam memenuhi kewajibannya sebagaimana yang tercantum dalam Kontrak dalam jangka waktu 30 (tiga puluh) hari sesudah pemberitahuan atau dalam jangka waktu yang telah disetujui secara tertulis oleh Klien;
- (b) Jika Konsultan tidak mampu atau bangkrut;

- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the consultant, in the judgement of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause :
 "corrupt practise" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- (e) if the Client, in its sole discretion, decides to terminate this Contract.

2.6.2 *By the Consultants*

The Consultants may terminate this Contract, by not less than thirty (30) days' written to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2 :

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within

- (c) Jika, akibat Keadaan Memaksa Konsultan tidak melaksanakan sebagian dari tugas pekerjaan Jasa Pelayanan untuk jangka waktu tidak kurang dari 60 (enam puluh) hari; atau

- (d) Apabila konsultan, dalam pertimbangan klien telah terlibat dalam praktek-praktek korup atau kecurangan dalam persaingab daiam melaksanakan kontrak.

Untuk tujuan klausule :

"praktek korup" berarti penawaran, pemberian, penerimaan atau permintaan sesuatu yang berharga untuk mempengaruhi tindakan seorang pejabat dalam proses seleksi atau dalam pelaksanaan kontrak.

"praktek kecurangan" berarti penyajian fakta-fakta yang tidak benar dengan tujuan untuk mempengaruhi suatu proses seleksi atau pelaksanaan suatu kontrak yang merugikan Peminjam, dan memasukkan praktek kolusi diantara konsultan (sebelum atau sesudah menyerahkan pengusulan) merencanakan pemalsuan harga-harga pada tingkat tidak bersaing dan menghilangkan Peminjam dari manfaat kompetisi bebas dan terbuka.

- (e) Jika Klien, dalam kebijaksanaannya memutuskan untuk menghentikan Kontrak ini.

2.6.2. *Oleh Konsultan*

Konsultan dapat menghentikan Kontrak ini, dengan tidak kurang dari 30 (tiga puluh) hari sejak pemberitahuan secara tertulis kepada Klien, pemberitahuan ini diberikan setelah terjadinya peristiwa yang dijelaskan dalam butir (a) sampai (b) dari pasal 2.6.2 :

- (a) Jika Klien tidak berhasil membayar Konsultan sesuai dengan ketentuan Kontrak, dan tidak karena perselisihan sesuai

forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or

- (b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 *Payment upon Termination*

Upon termination of this Contract pursuant to Clause 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants :

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Consultants

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the

dengan pasal 7, dalam waktu 45 (empat puluh lima) hari setelah menerima pemberitahuan tertulis dari Konsultan bahwa pembayaran terlambat; atau

- (b) Jika akibat Keadaan Memaksa Konsultan tidak dapat melaksanakan sebagian dari pekerjaan untuk jangka waktu tidak kurang dari 60 (enam puluh) hari.

2.6.3 *Pembayaran pada saat berakhirnya Kontrak*

Setelah penghentian Kontrak sesuai dengan Pasal 2.6.1. atau 2.6.2, Klien harus melakukan pembayaran-pembayaran kepada Konsultan sebagai berikut :

- (a) Gaji / upah sesuai Pasal 2.6.1 atau 2.6.2 untuk pekerjaan jasa pelayanan yang dilaksanakan dengan memuaskan sebelum tanggal penghentian Kontrak;
- (b) Kecuali dalam hal berakhirnya Kontrak sesuai dengan butir-butir (a) dan (b) dari Pasal 2.6.1, penghentian pembayaran biaya tak terduga menjelang berakhirnya Kontrak termasuk biaya perjalanan pulang dari personil dan keluarga yang menjadi tanggungannya.

3. Kewajiban Konsultan

3.1. U m u m

Konsultan harus melaksanakan tugas dan tanggungjawabnya dengan segala kemampuannya, secara efisien dan ekonomis sesuai dengan teknik dan pelaksanaan yang profesional yang dapat diterima secara umum, dan harus mengadakan praktek manajemen yang sehat, dan menerapkan teknologi maju yang tepat dan aman, dan menggunakan peralatan, mesin, bahan dan metode yang efektif. Dalam hubungannya dengan

Clientm, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants or third parties.

3.2 Conflict of Interests

3.2.1 *Consultants Not to Benefit from Commissions Discounts, etc.*

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similiar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the contract and the consultants shall use their best efforts to ensure that the personnel, any Subconsultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 *Consultants and Affiliate Not to Be Otherwise Interested in Project*

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Subconsultants and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 *Prohibition of Conflicting Activities.*

Neither the Consultants nor their Subconsultants nor the Personnel shall engage, either directly or indirectly, in

masalah yang terkait pada Kontrak / pekerjaan jasa pelayanan, Konsultan sebagai penasehat yang loyal kepada Klien, dan setiap waktu mendukung dan mengamankan kepentingan Klien.

3.2. Pertentangan atas Kepentingan

3.2.1. *Konsultan tidak diperkenankan menerima komisi, diskon dan lain-lain.*

Mengacu pada Pasal 6 gaji upah Konsultan merupakan satu-satunya penghasilan sehubungan dengan Kontrak ini atau Jasa Pelayanan, Konsultan tidak diperkenankan menerima komisi, potongan harga (diskon) atau pembayaran sejenis dalam kaitannya dengan kegiatan sesuai Kontrak ini, dalam melaksanakan kewajibannya dan Konsultan harus berusaha sebaiknya untuk meyakinkan personilnya agar tidak melakukan hal yang sama.

3.2.2. *Konsultan dan Anak Perusahaan tidak terlibat dalam kegiatan tertentu.*

Konsultan setuju bahwa selama berlakunya Kontrak ini, dan setelah berhentinya Kontrak, Konsultan atau setiap perusahaan yang bergabung dengan Konsultan serta Sub-Konsultan dan setiap perusahaan yang bergabung dengan Sub-Konsultan tidak diperkenankan memberikan jasa pengadaan barang, pekerjaan atau jasa pelayanan (kecuali jasa pelayanan tersebut pada Kontrak ini berikut perpanjangannya) kepada proyek lain, yang berkaitan dengan jasa pelayanan ini.

3.2.3. *Larangan terhadap Kegiatan yang saling bertentangan.*

Baik Konsultan maupun Sub Konsultan ataupun personilnya tidak boleh terlibat langsung dalam kegiatan-

any of the following activities :

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

kegiatan yang tersebut dibawah ini :

- (a) selama berlangsungnya Kontrak, kegiatan-kegiatan bisnis atau profesional di Indonesia yang akan menyebabkan pertentangan dengan kegiatan-kegiatan yang telah ditetapkan dalam Kontrak ini; atau
- (b) setelah berakhirnya Kontrak ini kegiatan-kegiatan lain semacam itu yang mungkin tercantum dalam SC.

3.3 Confidentiality

The Consultants, their Subconsultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken Out by the Consultants.

The Consultants (a) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions :

- (a) entering into a subcontract for the performance of any part of the Services,

3.3. Kerahasiaan.

Konsultan, Sub Konsultan dan Personilnya baik selama berlangsungnya atau dalam waktu 2 tahun setelah berakhirnya Kontrak ini, tidak diperkenankan memberikan informasi yang bersifat rahasia yang berkaitan dengan jasa pelayanan, Kontrak ini atau urusan Klien, tanpa ada ijin tertulis dari Klien.

3.4. Asuransi yang harus dibayar oleh Konsultan.

Konsultan (a) harus membayar dan mengurus asuransi untuk kegiatan yang dipandang perlu atas biaya sendiri sesuai dengan persyaratan yang telah disetujui oleh Klien, asuransi atas terjadinya resiko dan jumlah jaminan asuransi seperti tercantum dalam SC; dan (b) atas permintaan Klien, Konsultan harus memberikan bukti-bukti kepada Klien yang menunjukkan bahwa asuransi dan jumlah premi yang telah dibayarkan.

3.5 Kegiatan Konsultan yang memerlukan persetujuan lebih dahulu dari Klien. Konsultan harus memperoleh persetujuan lebih dulu dari Klien secara tertulis sebelum mengadakan kegiatan yang berikut :

- (a) Mengadakan Subkontrak untuk setiap bagian jasa pelayanan yang dilaksanakan.

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subconsultant"), and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with the Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. Consultants' Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are decided in Appendix C. the Key Personnel and Subconsultants listed by titles as well as by name in Appendix C are hereby approved by the Client.

(b) Menunjuk anggota-anggota personil Konsultan seperti yang terdapat dalam Lampiran C hanya jabatannya saja tetapi bukan namanya ("Personil Inti dan Sub Konsultan"), dan

(c) Kegiatan lain yang tercantum dalam SC.

3.6. Kewajiban Pelaporan

Konsultan harus menyerahkan laporan dan dokumen kepada Klien sebagaimana yang tercantum dalam Lampiran B dalam bentuk, jumlah dan jangka waktu yang ditentukan dalam lampiran tersebut.

3.7. Dokumen yang dibuat Konsultan menjadi milik Klien

Semua perencanaan, gambar-gambar spesifikasi, desain, laporan, dokumen lain dan perangkat lunak yang dibuat oleh Konsultan untuk Klien, sesuai pasal 3.6 harus menjadi milik Klien dan sebelum berakhirnya Kontrak/ Konsultan harus menyerahkan semua dokumen tersebut kepada Klien bersama-sama dengan inventaris tersebut diatas secara terperinci. Konsultan dapat menyimpan 1 (satu) salinan dari dokumen-dokumen tersebut, dan perangkat lunaknya. Larangan penggunaan dokumen dan perangkat lunak dimasa mendatang, jika ada harus dicantumkan dalam SC.

4. Personalia Konsultan

4.1 Uraian Pekerjaan Personel

Jabatan, uraian pekerjaan yang disetujui, kualifikasi maximum dan perkiraan masa tugas dalam melaksanakan pekerjaan dari setiap personil inti Konsultan tercantum dalam Lampiran C. Jika ada salah satu dari personil inti yang telah disetujui oleh Klien, namanya harus dicantumkan dalam daftar lampiran tersebut.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charge with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

The Client use its best efforts to ensure that the Government shall provide the Consultants such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and

4.2 Penggantian dan/atau Pemindahan Personel

- (a) Kecuali Klien menghendaki lain, maka tidak perlu ada perubahan dalam Tenaga Inti. Namun jika ada sebab-sebab lain diluar kekuasaan Konsultan dan dipandang perlu untuk mengganti Tenaga Inti, maka Konsultan harus menyediakan pengganti Tenaga Inti yang mempunyai kualifikasi yang sama atau kualifikasi yang lebih baik.
- (b) Jika Klien mengetahui ada personil (i) yang melakukan kesalahan serius dan atau dituduh melakukan tindak kejahatan, atau (ii) kinerjanya tidak memuaskan, maka Konsultan atas permintaan Klien secara tertulis harus menyediakan pengganti dengan orang yang mempunyai keahlian dan pengalaman yang dapat diterima oleh Klien.
- (c) Konsultan tidak boleh menuntut adanya biaya tambahan akibat dari penggantian Personil.

5. Kewajiban Klien

5.1. Bantuan dan Pembebasan.

Klien harus berusaha sebaik-baiknya agar dapat memberikan bantuan atau pembebasan sebagaimana tercantum dalam SC.

5.2. Perubahan Undang-undang

Jika, setelah tanggal Kontrak ini ada perubahan dalam Undang-undang yang berlaku sehubungan dengan pajak dan bea yang menambah atau mengurangi biaya-biaya yang dikeluarkan oleh Konsultan dalam melaksanakan tugasnya, maka gaji dan pengeluaran-pengeluaran yang dapat dibayarkan kepada Konsultan, menurut Kontrak harus ditambah atau dikurangi sesuai

corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultants the Services and Facilities listed under Appendix F.

6. Payments to the Consultants

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

dengan perjanjian antara pihak-pihak yang bersangkutan dan harus disesuaikan dengan jumlah sebagaimana tercantum dalam Pasal 6.2 (a) atau (b).

5.3. Jasa Pelayanan dan Fasilitas

Klien harus menyediakan jasa pelayanan dan fasilitas kepada Konsultan seperti tercantum dalam Lampiran F.

6. Pembayaran kepada Konsultan

6.1. Harga Total Tetap

Pembayaran Total Konsultan tidak boleh melebihi Harga Kontrak yang merupakan harga total tetap termasuk biaya-biaya staff, Subkonsultan, percetakan, komunikasi, perjalanan, akomodasi dan sebagainya, dan biaya-biaya lain yang dibayarkan oleh Konsultan dalam melaksanakan Jasa Pelayanan sebagaimana tercantum dalam Lampiran A. Kecuali yang tercantum dalam Pasal 5.2, Harga Kontrak boleh melebihi di atas jumlah yang tercantum dalam Pasal 6.2 bilamana pihak-pihak setuju dengan pembayaran tambahan seperti yang tercantum dalam Pasal 2.4.

6.2. Harga Kontrak

- (a) Harga Kontrak dapat dibayarkan dengan Mata Uang Asing sebagaimana tercantum dalam SC.
- (b) Harga kontrak dapat dibayarkan dengan Mata Uang Lokal sebagaimana tercantum dalam SC.

6.3. Pembayaran Jasa Pelayanan Tambahan

Untuk menentukan pembayaran yang disebabkan oleh Jasa Pelayanan Tambahan sebagaimana yang tercantum dalam pasal 2.4, rincian Harga Total Tetap terdapat dalam Lampiran D dan E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

6.4. Syarat-syarat dan Ketentuan Pembayaran

Pembayaran harus dimasukkan kedalam rekening Konsultan dan sesuai dengan jadwal pembayaran yang tercantum dalam SC, kecuali ditetapkan lain dalam SC, pembayaran pertama harus dilakukan atas persetujuan Konsultan yang sama jumlahnya dengan jaminan bank, dan berlaku selama jangka waktu yang ditentukan dalam SC. Pembayaran lain dilakukan sesuai dengan syarat-syarat yang tercantum dalam SC dan Konsultan harus menyerahkan faktur kepada Klien yang memuat jumlah yang harus dibayarkan.

6.5 Bunga yang dibayarkan atas Kelambatan Pembayaran

Jika Klien terlambat membayar selama lima belas (15) hari setelah jatuh tempo sebagaimana tercantum dalam SC, maka dikenakan bunga tiap satu hari keterlambatan kepada Konsultan sebesar jumlah yang ditetapkan dalam SC.

7. Penyelesaian Perselisihan

7.1 Penyelesaian secara baik

Kedua belah pihak harus berusaha untuk menyelesaikan secara baik semua perselisihan yang mungkin timbul sehubungan dengan Kontrak ini.

7.2. Penyelesaian Perselisihan

Jika timbul perselisihan diantara kedua belah pihak sehubungan dengan Kontrak ini yang tidak dapat diselesaikan secara baik dalam 30 (tiga puluh) hari setelah diterimanya permintaan satu pihak kepada pihak lain untuk menyelesaikan secara baik-baik, maka perselisihan tersebut dapat diajukan kepada pihak lain sesuai dengan isi perjanjian yang tercantum dalam SC.

III. SPECIAL CONDITIONS OF CONTRACT

III . PERSYARATAN KHUSUS KONTRAK

Number of GC Clause²

Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

[1.1(a) The word "in the Government's country are amended to read "in Indonesia".

[1.1(l) The Member in Charge is [name of Member.]

1.3 The language is English and Indonesian.

1.4 The addresses are :

Client : Law Services Facility
Development, Project
DGCPT. Jalan Daan
Mogot Km. 24
Tangerang.

Attention : Project Manager
Telex :
Facsimile :

Consultant : _____
Attention : _____
Telex : _____
Facsimile : _____

1.6 The Authorized Representatives are :

For the Client : Azmi Dahlan
Project Manager

For the Consultant : _____

[2.1 The date on which this Contract shall come into effect is [date].

[2.2 The date for commencement of Services is [date].]

2.3 The Period shall be *seven months*

Nomor Pasal-pasal GC

Perubahan, Tambahan, Pasal-pasal dalam Persyaratan Umum Kontrak.

[1.1(a) Kata-kata "di negara Pemerintahan" diubah menjadi "di Indonesia".

[1.1(l) Anggota yang ditunjuk : [Nama Anggota].]

1.3 Bahasa yang dipakai Inggris dan Indonesia.

1.4 Alamat :

Klien : Proyek Pembinaan
Fasilitas Pelayanan
Hukum, DJHCPM. Jalan
Daan Mogot Km.24
Tangerang.

Ditujukan : Pemimpin Proyek
Telex :
Facsimile :

Konsultan : _____
Ditujukan : _____
Telex : _____
Facsimile : _____

1.6 Wakil-wakil yang syah :

untuk Klien : Azmi Dahlan
Pemimpin Proyek

untuk Konsultan : _____

[2.1 Tanggal pada saat Kontrak dinyatakan berlaku

[2.2 Tanggal mulainya Jasa Pelayanan

2.3 Periode pelaksanaan pekerjaan adalah 7 bulan.

- 3.4 The risks and coverage shall be :
- (i) Third Party motor vehicle _____
 - (ii) Third Party liability _____
 - (iii) Employer's liability and workers' compensation _____
 - (iv) Professional liability _____
 - (v) Loss or damage to equipment and property _____

[3.5(c) **Note** : "not applicable".

- [3.7 • "The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client."
- "The Client shall not use these documents for purpose unrelated to this Contract without the written approval of the Consultants."
 - "Neither Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party."

[5.1 "not applicable".

6.2(a) The amount in foreign currency or currencies is US\$

6.2(b) The amount in local currency is Rp. ...

6.4 The accounts are :

for foreign currency :

for local currency :

Payments shall be made according to the following schedule :

- Twenty (20) percent of the Contract price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump sum amount shall be paid upon submission of the inception

3.4 Resiko yang dihadapi meliputi :

- (i) Kendaraan bermotor Pihak Ketiga
- (ii) Pertanggungans Pihak Ketiga . .
- (iii) Pertanggungans Perusahaan dan ganti rugi pegawai
- (iv) Pertanggungans Profesional . . .
- (v) kerugian atau kerusakan terhadap peralatan dan properti

[3.5(c) "tidak digunakan".

- [3.7 • Konsultan tidak diperbolehkan menggunakan dokumen-dokumen ini untuk maksud-maksud yang tidak sesuai dengan isi Kontrak tanpa ada ijin tertulis dari Klien.
- Klien tidak diperbolehkan menggunakan dokumen-dokumen ini untuk maksud-maksud yang tidak sesuai dengan isi Kontrak.
 - Pihak manapun tidak diperbolehkan menggunakan dokumen-dokumen ini untuk maksud-maksud yang tidak sesuai dengan isi Kontrak tanpa ada ijin tertulis dari pihak lain.

[5.1 "Tidak digunakan".

6.2(a) Jumlah mata uang asing US\$

6.2(b) Jumlah mata uang lokal Rp.

6.4 Rekeningnya :

Untuk mata uang asing

Untuk mata uang lokal

Pembayaran dilaksanakan sesuai dengan jadwal yang berikut :

- Dua puluh (20) persen dari Harga Kontrak harus dibayarkan pada saat tanggal mulainya bersama-sama saat penyerahan bank garansi.
- Sepuluh (10) persen dari jumlah harga total harus dibayarkan saat penyerahan Inception Report.

- | | |
|--|--|
| <ul style="list-style-type: none"> report. • Twenty-five (25) percent of the lump sum amount shall be paid upon submission of the interm report. • Twenty-five (25) percent of the lump sum amount shall be paid upon submission of the draft final report. • Twenty (20) percent of the lump sum amount shall be paid upon approval of the final report. • The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump sum amount. | <ul style="list-style-type: none"> • Dua puluh lima (25) persen jumlah harga total harus dibayarkan saat menyerahkan Interm Report. • Dua puluh lima (25) persen jumlah harga total harus dibayarkan saat menyerahkan Draft Final Report. • Dua puluh (20) persen jumlah harga total harus di bayarkan pada saat Final Report disetujui. • Bank garansi harus diluncurkan ketika pembayaran total mencapai lima puluh (50) persen dari jumlah harga total. |
| <p>6.5 Payment shall be made within <i>[number]</i> days of receipt of the invoice and the relevant documents specified in the Clause 6.4, and within . . . days in the case of the final payment.</p> | <p>6.5 Pembayaran harus dilaksanakan dalam . . . hari saat diterimanya faktur dan dokumen-dokumen yang relevan seperti yang tercantum dalam pasal 6.4, dan dalam <i>[jumlah]</i> hari saat pembayaran akhir.</p> |
| <p>The interest rate is <i>[rate]</i>.</p> | <p>Tingkat bunga <i>[bunga]</i></p> |
| <p>7.2 Any dispute, controversy, or claim arising out of or relating to this contract, or the branch, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> | <p>7.2 Setiap perselisihan, pertentangan, atau klaim yang timbul atau berkenaan dengan Kontrak ini, atau pelanggaran, berakhirnya, atau tidak berlaku, harus diselesaikan dengan arbitrase sesuai dengan Undang-undang Arbitrase UNCITRAL yang berlaku pada saat ini.</p> |

APPENDIX A

DESCRIPTION OF THE SERVICES

To provide technical assistance and automation support facilities as to enhance the intellectual property administration in Indonesia through strengthening the Intellectual Property Right (IPR) in information system and modernizing its administration

Stage I commenced immediately after business area on Institutional Development is developed by a separate ID consultant and will last 3 (three) months

Stage II commenced after most of the main equipment are installed and will last 2 (two) months

The place of performance will be in Jakarta

LAMPIRAN A

RINCIAN TUGAS JASA PELAYANAN

Memberikan Bantuan Teknis dan fasilitas penunjang automasi agar dapat meningkatkan administrasi hak atas kekayaan intelektual di Indonesia melalui pengokohan Hak Atas Kekayaan Intelektual dalam sistem informasi dan modernisasi administrasinya.

Fase I dimulai segera setelah lingkup bisnis Institutional Development dilaksanakan oleh konsultan ID yang terpisah dan akan berlangsung selama 3 bulan

Fase II dimulai setelah sebagian besar perlengkapan utama dipasok dan akan berlangsung selama 2 (dua) bulan

Tempat pelaksanaan di Jakarta

APPENDIX B

REPORTING REQUIREMENTS

The reports should be presented as follows :

(a) A Printed Narrative Report :

1. **Inception Report**

This report should be submitted within two weeks after the issuance of the notice to proceed. The report should provide the consultants preliminary estimation and analysis of the scope of consulting services to support the Automation Plan and detailed Action Plan within DGCPT and should indicate work plans and the proposed schedule for the services which will be multiplied for twenty (20) copies (10 in English and 10 in Indonesia) and submitted to DGCPT five (5) copies of which (in English) should be forwarded to the World Bank.

2. **Interim Report One**

This report should be submitted within one (1) month after the inception report, and contains among others : information requirement, automation requirement, automation system and equipment requirement, technical specification for hardware and software, and estimation of budget/price for such required equipments, hardware and software and preparation of bidding documents. Twenty (20) copies (10 in English and 10 in Indonesian) will be submitted to DGCPT, five (5) copies of which (in English) should be forwarded to the World Bank.

3. **Interim Report Two**

This report should be submitted one and half months after the interim report one and contains among others : business area development of DG CPT, design of the global and sub system of IPR automation, manual operation of DG CPT automation, and overall view of Stage I implementation. Twenty (20) copies (10) in English and (10) in Indonesian will be submitted to DG CPT

LAMPIRAN B

KEBUTUHAN LAPORAN

Penyajian laporan berbentuk :

(a) Laporan tertulis sebagai berikut :

1. **Laporan Pendahuluan**

Laporan ini harus diserahkan dalam waktu 2 minggu setelah dikeluarkannya Surat Perintah Kerja. Laporan ini berisi perkiraan dan analisa pendahuluan dari ruang lingkup pekerjaan jasa pelayanan untuk menunjang Automation Plan and Action Plan di lingkungan DGCPT dan harus memperlihatkan rencana kerja dan jadwal yang diusulkan untuk jasa pelayanan yang akan diperbanyak menjadi 20 copy (10 dalam bahasa Inggris dan 10 dalam bahasa Indonesia) dan diserahkan kepada DGCPT, 5 salinan (dalam bahasa Inggris) harus dikirim ke Bank Dunia.

2. **Laporan Interim Pertama**

Laporan ini harus diserahkan dalam waktu satu bulan setelah laporan pendahuluan dan berisi antara lain : Kebutuhan informasi, kebutuhan automasi, sistem automasi, kebutuhan perlengkapan, spesifikasi teknis untuk perangkat keras dan perangkat lunak, perkiraan anggaran/harga untuk perlengkapan yang dibutuhkan perangkat keras dan perangkat lunak dan dokumen lelang. Dua puluh (20) salinan (10 dalam bahasa Inggris dan 10 dalam bahasa Indonesia) akan diserahkan kepada HCPM, 5 (lima) salinan yang dalam bahasa Inggris harus disampaikan kepada Bank Dunia.

3. **Laporan Interim ke Dua**

Laporan ini harus diserahkan dalam waktu satu setengah bulan setelah laporan interim pertama dan berisi antara lain: pengembangan daerah bisnis HCPM, rancangan global dan sub sistem IPR, petunjuk operasi automasi HCPM, dan tinjauan menyeluruh dari pelaksanaan Fase I. Dua puluh (20) salinan (10 dalam bahas Inggris dan 10 dalam bahasa

five (5) copies of which (in English) should be forwarded to the World Bank.

4. Interim Report Three

This Stage is expected to start one month before the completion of automation equipment procurement i.e. in early June 2000. This report should be submitted one and half months after the commencement of this activity, and it should contain among others : result of acceptance test of the hardware and software installed by the contractor and in commissioning of the equipment, and the Implementation of training of DG CPT staff in the use of the Automation equipment. Twenty (20) copies (10) in English and (10) in Indonesian will be submitted to DG CPT five (5) copies of which (in English) should be forwarded to the World Bank.

5. Draft Final Report

This report should be submitted within 2 (two) weeks before completion of the contract, this report is a draft of the whole automation plan and the strengthening of national intellectual property network system within DG CPT. Twenty (20) copies (10) in English and (10) in Indonesian will be submitted to DG CPT five (5) copies of which (in English) should be forwarded to the World Bank.

6. Final Report

This report should be submitted at the end of the six month after the issuance of the notice to proceed. The final report should document all of the activities related to Institutional Development and Detail Action Plan within DGCPT including the review and the consultants recommendation after discussed by DGCPT. An Executive Summary should also be included in the report. Thirty (30) copies (15 in English and 15 in Indonesian) should be submitted to DGCPT, five (5) copies of which (in English) should be forwarded to the World Bank.

Indonesia) akan diserahkan kepada HCPM, 5 (lima) salinan yang dalam bahasa Inggris harus disampaikan kepada Bank Dunia.

4. Laporan Interim ke Tiga

Fase ini diharapkan dimulai satu bulan sebelum selesainya pengadaan perlengkapan automasi misalnya awal bulan Juni 2000, Laporan ini harus diserahkan satu setengah bulan setelah dimulainya kegiatan ini. Laporan ini harus memuat antara lain :

Hasil uji penerimaan perangkat keras dan lunak yang dipasang oleh kontraktor dan dalam komisi perlengkapan, Pelaksanaan pelatihan staf HCPM dalam menggunakan perlengkapan. Dua puluh (20) salinan (10 dalam bahas Inggris dan 10 dalam bahasa Indonesia) akan diserahkan kepada HCPM, 5 (lima) salinan yang dalam bahasa Inggris harus disampaikan kepada Bank Dunia.

5. Laporan Draft Final

Laporan ini harus diserahkan dalam waktu 2 (dua) minggu sebelum selesainya kontrak, laporan ini adalah suatu draft keseluruhan Automasi Plan dan pengokohan nasional sistem jaringan Kekayaan Intelektual Nasional di HCPM. Dua puluh (20) salinan (10 dalam bahas Inggris dan 10 dalam bahasa Indonesia) akan diserahkan kepada HCPM, 5 (lima) salinan yang dalam bahasa Inggris harus disampaikan kepada Bank Dunia.

6. Laporan Akhir

Laporan ini harus diserahkan pada akhir kontrak. Disusun berdasarkan Draft Laporan Akhir, merupakan suatu rangkuman Eksekutif juga harus diserahkan. Tiga puluh (30) salinan (15 dalam bahasa Inggris dan 15 dalam bahasa Indonesia) harus diserahkan kepada HCPM dan 5 (lima) salinan yang dalam bahasa Inggris harus disampaikan kepada Bank Dunia.

APPENDIX C**KEY PERSONNEL AND
SUBCONSULTANTS****C-1 Information of Key Foreign Personnel**

- 1.a. Name/Position
- 1.b. Qualification
- 1.c. Tasks

- 2.a.
- 2.b.
- 2.c.

- 3.a.
- 3.b.
- 3.c.

C-2 Information of Key Local Personnel

- 1.a. Name/Position
- 1.b. Qualification
- 1.c. Tasks

- 2.a.
- 2.b.
- 2.c.

- 3.a.
- 3.b.
- 3.c.

C-3 Not Applicable**C-4 Not Applicable****LAMPIRAN C****PERSONEL KUNCI DAN
SUBKONSULTAN****C-1 Informasi dari Personil Kunci Asing**

- 1.a. Nama/Jabatan
- 1.b. Kualifikasi
- 1.c. Tugas

- 2.a.
- 2.b.
- 2.c.

- 3.a.
- 3.b.
- 3.c.

C-2 Informasi dari Personil Kunci Local

- 1.a. Nama/Jabatan
- 1.b. Kualifikasi
- 1.c. Tugas

- 2.a.
- 2.b.
- 2.c.

- 3.a.
- 3.b.
- 3.c.

C-3 Tidak dipergunakan**C-4 Tidak dipergunakan**

APPENDIX D

COST ESTIMATES IN FOREIGN CURRENCY

1. [a] Monthly rates for Foreign Personnel (Key Personnel and Other Personnel).
- [b] Monthly rates for local Personnel (Key Personnel and Other Personnel).

2. Reimbursable expenditures
 - a. Per diem allowances
 - b. Air transport for foreign Personnel
 - c. Air transport for dependents

 - d. Transport of personnel effects
 - e. International Communications
 - f. Printing of documents specified in Appendices A and B hereof

 - g. Acquisition of specified equipment and materials to be imported by the Consultants and to be paid for by the Client (including transportation to the Government's Country)
 - h. Other foreign currency expenditures, like use of computers, foreign training of Client's staff, various tests, etc]

LAMPIRAN D

PERKIRAAN BIAYA DALAM MATA UANG ASING

1. [a] Tarif bulanan untuk personil Asing (personil kunci dan personil lainnya)
- [b] Tarif bulanan untuk personil local (personil kunci dan personil lainnya)

2. Pengeluaran yang bisa diganti
 - a. Uang saku harian
 - b. Angkutan udara bagi personil asing
 - c. Angkutan udara bagi keluarga personil asing yang menjadi tanggungannya.
 - d. Biaya transport barang pribadi
 - e. Komunikasi internasional
 - f. Pencetakan dokumen-dokumen, yang dijelaskan dalam lampiran A dan B diatas
 - g. Pengadaan tambahan dari peralatan khusus dan bahan yang harus diimport oleh Konsultan dan akan dibayar oleh Departemen (termasuk biaya angkut ke Indonesia)
 - h. Pengeluaran mata uang asing lainnya seperti penggunaan komputer, pelatihan di luar negeri bagi staff Departemen, macam-macam test, dan lain-lain.

APPENDIX E

COST ESTIMATES IN LOCAL CURRENCY

[List hereunder cost estimates in local currency:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures as follows :
 - a. Per diem rates for subsistances allowance for foreign short-term Personnel, plus estimate totals.
 - b. Living allowances for long-term foreign Personnel, plus estimated totals.
 - c. Cost of local transportation.
 - d. Cost of other local services; rentals, utilities, etc.]

LAMPIRAN E

PERKIRAAN BIAYA DALAM MATA UANG RUPIAH

[Cantumkan dibawah ini perincian biaya dalam mata uang rupiah :

1. Tarif bulanan untuk personil lokal (personil kunci dan personil lainnya).
2. Pengeluaran-pengeluaran yang dapat diganti sebagai berikut :
 - a. Tarif uang harian untuk tunjangan biaya hidup personil asing (kalau ada) jangka pendek ditambah total perkiraan.
 - b. Biaya hidup untuk personil asing jangka panjang, ditambah total perkiraan.
 - c. Biaya transportasi lokal.
 - d. Biaya jasa pelayanan lokal lainnya, biaya sewa, biaya-biaya habis pakai dan lain-lain.]

APPENDIX F

DUTIES OF THE CLIENT

F-1 Office space and adequate furniture required by the Consultants will be provided by the DGCPT, Ministry of Justice; included all Relevant Data and Operational Records.

F-2 DGCPT should nominate the counterpart/team to work with the Consultant's team and their task will be facilitate the conduct of services while gaining a sound understanding of the methods and approaches used in its conduct.

The member of counterpart team also will be appointed as a full time liasion officer/s between the client and the secretariat's team concerning specific assistance which be required from other GOI Ministries and Agencies.

LAMPIRAN F

KEWAJIBAN DEPARTEMEN

F-1 Ruang kantor dan meja/kursi yang diperlukan oleh Konsultan untuk pelaksanaan tugasnya akan disediakan oleh DGCPT, Departemen Kehakiman; termasuk Data dan Dokumen-dokumen yang diperlukan..

F-2 DGCPT harus menugaskan staf-nya untuk membantu kelancaran tugas Tim Konsultan dengan pemberian petunjuk melalui penggunaan serta penerapan metode-metode dan pendekatan yang sesuai dengan pelaksanaan penugasan.

Anggota tim dimaksud juga bertugas sebagai pejabat penghubung yang akan membantu Tim Konsultan berkaitan dengan hal-hal khusus yang diperlukan dari Departemen ataupun lembaga Pemerintah lainnya.