

**MINUTES OF DISCUSSIONS
BASIC DESIGN STUDY ON
THE PROJECT FOR
RURAL WATER SUPPLY
IN NUSA TENGGARA BARAT AND NUSA TENGGARA TIMUR
(NUSA TENGGARA BARAT PROVINCE)**

Based on the results of the Preparatory Study, the Government of Japan decided to conduct a Basic Design Study on the Project for Rural Water Supply in Nusa Tenggara Barat and Nusa Tenggara Timur (hereinafter referred to as "the Project") and entrusted the Study to the Japan International Cooperation Agency (hereinafter referred to as "JICA").

JICA sent to the Government of the Republic of Indonesia (hereinafter referred to as "Indonesia"), the Basic Design Study Team (hereinafter referred to as "the Team") headed by Mr. Hiroshi Takeuchi, Officer, First Project Management Division, Grant Aid Management Department, JICA, from 8th June to 18th July, 2003.

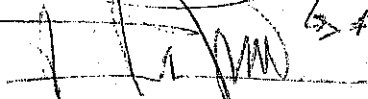
The Team held a series of discussions on the Project with the officials concerned of the Provincial Government of Nusa Tenggara Barat (hereinafter referred to as "NTB") and the District Government of Lombok Barat, Lombok Timur and Sumbawa (hereinafter referred to as "three (3) Kabupatens"; Kabupaten; District level Governmental body)

In the course of discussions and field surveys, the Team, NTB and the three (3) Kabupatens (hereinafter referred to as "the both Parties") confirmed the main items described on the attached sheets.

Mataram, 17th June, 2003

竹内 博史

Mr. Hiroshi Takeuchi
Leader, Basic Design Study Team
Japan International Cooperation Agency
Japan



Mr. Jalal
Head of Dinas KIMPRASWIL
Propinsi NTB

For Drs. H. Iskandar
Bupati Lombok Barat

For Drs. H. A. Latief Majid, SH
Bupati Sumbawa

For H. Syahdan
Bupati Lombok Timur

ATTACHMENT

1. Objectives of the Project

The objective of the Project is to construct rural water supply systems in NTB and Nusa Tenggara Timur (hereinafter referred to as "NTT"), to provide sufficient and safe water and to improve the living standards of the inhabitants.

2. Project Sites in NTB

The both Parties confirmed that eight (8) water supply systems in the seven (7) villages, from the sites requested by the NTB and the three (3) Kabupatens, as shown in the map in **Appendix I**.

3. Organization and Responsibility for the Project

The both parties agreed that NTB and the three (3) Kabupatens have responsibility to the project implementation at the site in each Kabupaten under the coordination of the Ministry of Settlement and Regional Infrastructure (hereinafter referred to as "KIMPRASWIL"). The both parties also agreed Dinas PU (District level department of Public Work) and PDAM (Regional Drinking Water Enterprise) in each Kabupaten have responsibility to the operation and maintenance of the facilities, education and training to communities after project completion.

4. Minutes of Discussions on the Preparatory Study

Both sides have read and reconfirmed all the contents of the Minutes of Discussions on the Preparatory Study signed on 22nd January, 2003.

5. Items Requested by the Indonesian side

After discussions with the Team, KIMPRASWIL and the NTB finally requested the items described in **Appendix II**. JICA will assess the appropriateness of the requested items and report the findings to the Government of Japan.

However the final items, both quantity and specifications, to be procured under Japan's Grant Aid will be determined after further studies in Indonesia and Japan.

Handwritten initials and a circled 'E'.

Handwritten initials and a circled 'E'.

6. Japan's Grant Aid Scheme

- 1) The NTB and three (3) Kabupatens side understands the Japan's Grant Aid Scheme explained by the Team, as described in **Appendix III**.
- 2) The NTB and three (3) Kabupatens side will take the necessary measures, as described in **Appendix IV** for smooth implementation of the Project, as a condition for the Japanese Grant Aid to be implemented.

7. Schedule of the Study

- (1) The Team will continue the Study in Indonesia until 18th July, 2003.
- (2) JICA will prepare the draft report and dispatch a mission to explain it to Indonesian side in September, 2003.
- (3) The Team requested the NTB and three (3) Kabupatens side to assign suitable counterparts as coordinators at each project site for the Study. The NTB and three (3) Kabupatens side accepted the request.

8. Other Relevant Issues

(1) Study Site Selection

The Team explained that the Team selected 8 systems in 7 villages in NTB through detail examinations of the results of the Development Study (2002) and the Preparatory Study (2003). The present Japanese budgetary situation and cost efficiency were also considered for the village selection. KIMPRASWIL and the NTB side insisted on the strong necessity of the 12 water supply systems in 10 villages originally requested to the Government of Japan due to the hard and sever living conditions of the villagers.


Through discussions exchanged, the both parties agreed the selected 8 systems in 7 villages.


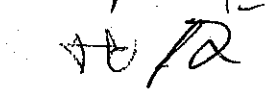
(2) House Connections

It was agreed that pipe material for house connection except water meters and indoor piping would be supplied under the Project and their installation work would have to be carried out by the Indonesian side.

(3) Operation and maintenance

It was also agreed that for proper and sustainable operation and maintenance by the PDAMs or the villages concerned, of the water supply facilities to be constructed, The NTB and three (3) Kabupatens side will, with its strong political and administrative commitment, arrange proper number of skilled staff, allocate necessary budget and establish necessary legislation for each water supply system.


(E)

 6 - E


(4) Permits for the Project implementation

The NTB and three (3) Kabupatens side promised to obtain necessary permits to construct the facilities prior to commencement of the Project.

(5) Land for the Project

The NTB and three (3) Kabupatens side promised to prepare lands for the Project. The NTB and three (3) Kabupatens side also agreed to allocate budget to clear, level and reclaim the sites for the Project prior to commencement of the works if the Japanese Grant Aid is made available.

(6) Public Education for Water Conservation

Both parties understood that *provincial government of NTB, Dinas-PU of district level in the NTB, and PDAM of each district* should be the core and responsible organizations of public education under coordination of KIMPRASWIL. In case of the Japan's Grant Aid to be provided, the Japanese side will assist Dinas-PU and PDAMs for the public education activities.

(7) Questionnaire

The NTB and three (3) Kabupatens side promised to reply to the questionnaire submitted to The NTB and three (3) Kabupatens side by the Team on 24th June, 2003.

(8) MOU among Central Government, Province Government and Kabupatens

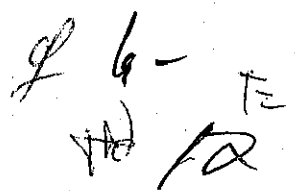
The Preparatory Study Team and The NTB and three (3) Kabupatens side had agreed in Minutes of Discussion signed on 22nd January, 2003 that the Indonesian side (including the NTB and three (3) Kabupatens) would send a copy of MOU about relation among KIMPRASWIL, the NTB, and Kabupatens; responsibility of each organization under these provincial jurisdiction for implementation of the project.

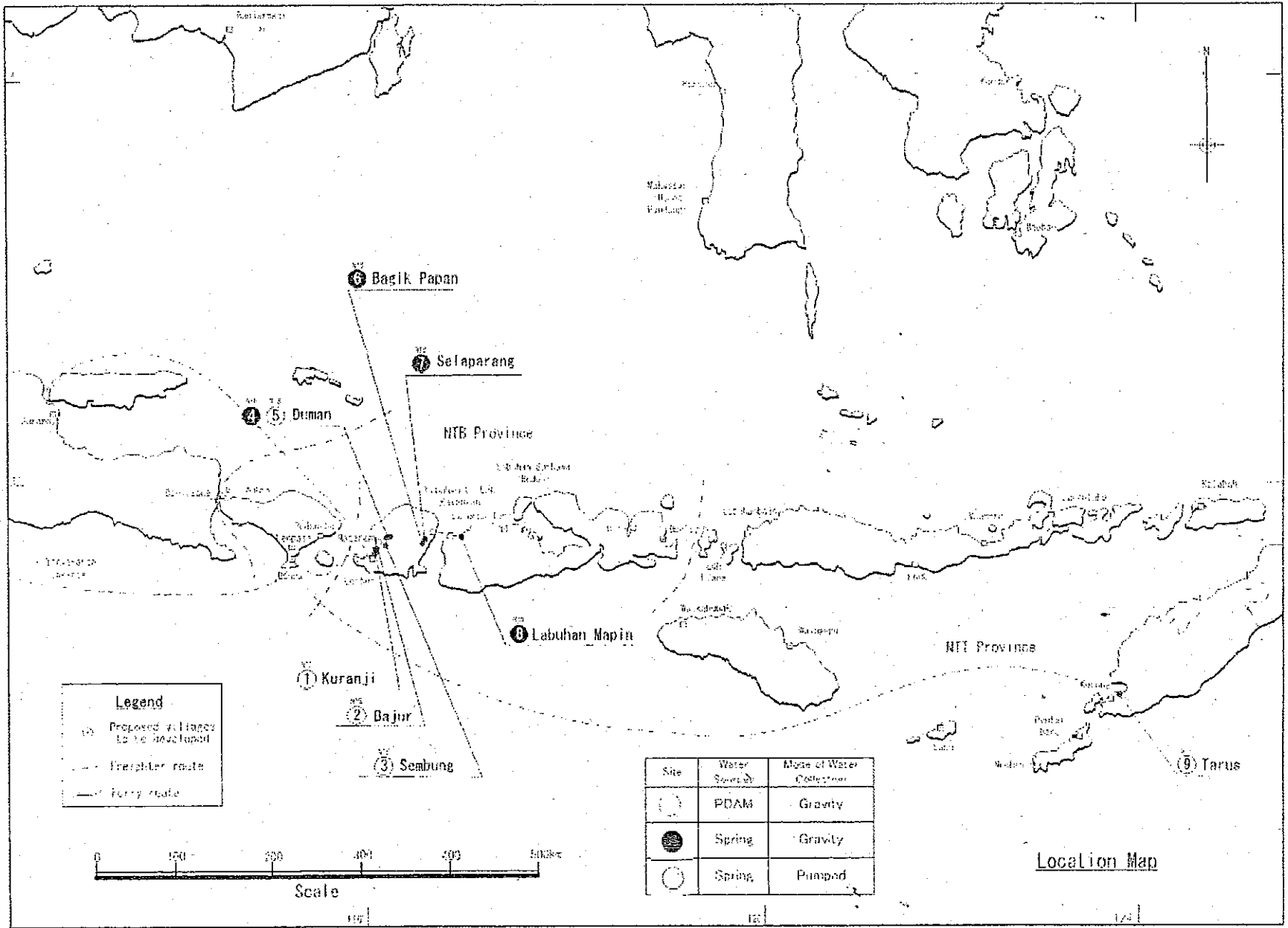
The Team reminded the Indonesian side (including the NTB and three (3) Kabupatens) to prepare such MOU and the Indonesian side (including the NTB and three (3) Kabupatens) promised to submit it to the Team by 30th June, 2003

- Appendix-I Location Map
- Appendix-II Items requested by the Indonesian side
- Appendix-III Grant Aid Scheme
- Appendix-IV Major Undertakings to be taken by Each Government



(T=)





Location Map

Handwritten initials and a circled 'E' in the top-left corner.

Handwritten notes and initials in the bottom-left corner.

Appendix-II Items Requested by the Indonesian Side

- Construction of eight water supply systems in seven villages

Site for Basic design Study					
Province	District	Site	Notes		
			Water Source	Mode of Water Collection	O&M
NTB	West Lombok	Kuranji	PDAM	Gravity	PDAM
		Bajur	PDAM	Gravity	PDAM
		Sumbung	PDAM	Gravity	PDAM
		Duman(U)	Spring	Gravity	Community Level
		Duman(L)	PDAM	Gravity	PDAM
	East Lombok	Bagik Papan	Spring	Gravity	Community Level
		Selaparang	Spring	Gravity	PDAM
	Sumbawa	Labuhan Mapin	Spring	Gravity	PDAM

(Handwritten signature and mark)

(Handwritten signature and mark)

Appendix-III Grant Aid Scheme

1) What is Grant Aid?

The Grant Aid Program provides a recipient country with non-reimbursable funds to procure the facilities, equipment and services (engineering services and transportation of the products, etc.) for economic and social development of the country under principles in accordance with the relevant laws and regulations of Japan. Grant Aid is not supplied through the donation of materials as such.

2) Exchange of Notes (E/N)

Japan's Grant Aid is extended in accordance with the Notes exchanged by the two Governments concerned, in which the objective of the Project, period of execution, conditions and amount of the Grant Aid, etc., are confirmed.

3) "The period of Grant Aid" means the one fiscal year, which the Cabinet approves the Project for. Within the fiscal year, all procedures such as exchanging of the Notes, concluding contracts with (a) consultant firm(s) and (a) contractor(s) and fiscal payment to them must be completed;

However in case of delays in delivery, installation or construction due to unforeseen factors such as weather, the period of the Grant Aid can be further extended for a maximum of one fiscal year at most by mutual agreement between the two Governments.

Under the Grant Aid, in principle, Japanese products and services including transport or those of the recipient country are to be purchased.

When the two Governments deem it necessary, the Grant Aid may be used for the purchase of the products or services of a third country.

However the two prime contractors, namely, the constructing and procurement firms, are limited to "Japanese nationals", (The term "Japanese nationals" means persons of Japanese nationality or Japanese corporations controlled by persons of Japanese nationality).

5) Necessity of "Verification"

The Government of recipient country or its designated authority will conclude contract denominated in Japanese yen with Japanese nationals. Those contracts shall be verified by Government of Japan. This "Verification" is deemed necessary to secure accountability to Japanese taxpayers.

①

②

6) Undertakings required of the Government of the Recipient Country

In the implementation of the Grant Aid project, the recipient country is required to undertake such necessary measures as the following;

- ① To secure land necessary for the sites of the Project and to clear, level and reclaim the land prior to commencement of the construction.
- ② To provide facilities for the distribution of electricity, water supply and drainage and other incidental facilities in and around the sites.
- ③ To secure buildings prior to the procurement in case that is for the installation of equipment.
- ④ To ensure all the expenses and prompt execution for unloading, customs clearance at the port of disembarkation and internal transportation of the products purchased under Grant Aid.
- ⑤ To exempt Japanese nationals from customs duties, internal taxes and other fiscal levies which will be imposed in the recipient country with respect to the supply of the products and services under the Verified Contracts.
- ⑥ To accord Japanese nationals whose services may be required in connection with the supply of the products and services under the Verified contracts, such facilities as may be necessary for their entry into the recipient country and stay therein for the performance of their work.

7) "Proper Use"

The recipient country is required to maintain and use the facilities constructed and equipment purchased under the Grant Aid properly and effectively and to assign staff necessary for this operation and maintenance as well as to bear all the expenses other than those covered by the Grant Aid.

8) "Re-export"

The products purchased under the Grant Aid should not be re-exported from the recipient country.

9) Banking Arrangement (B/A)

- a) The Government of the recipient country or its designated authority should open an account in the name of the Government of the recipient country in an authorized foreign exchange bank in Japan (hereinafter referred to as "the Bank"). The Government of Japan will execute the Grant Aid by making payments in Japanese yen to cover the obligations incurred by the Government of the recipient country or its designated authority under the Verified Contracts.

Handwritten signature and initials in the bottom left corner.

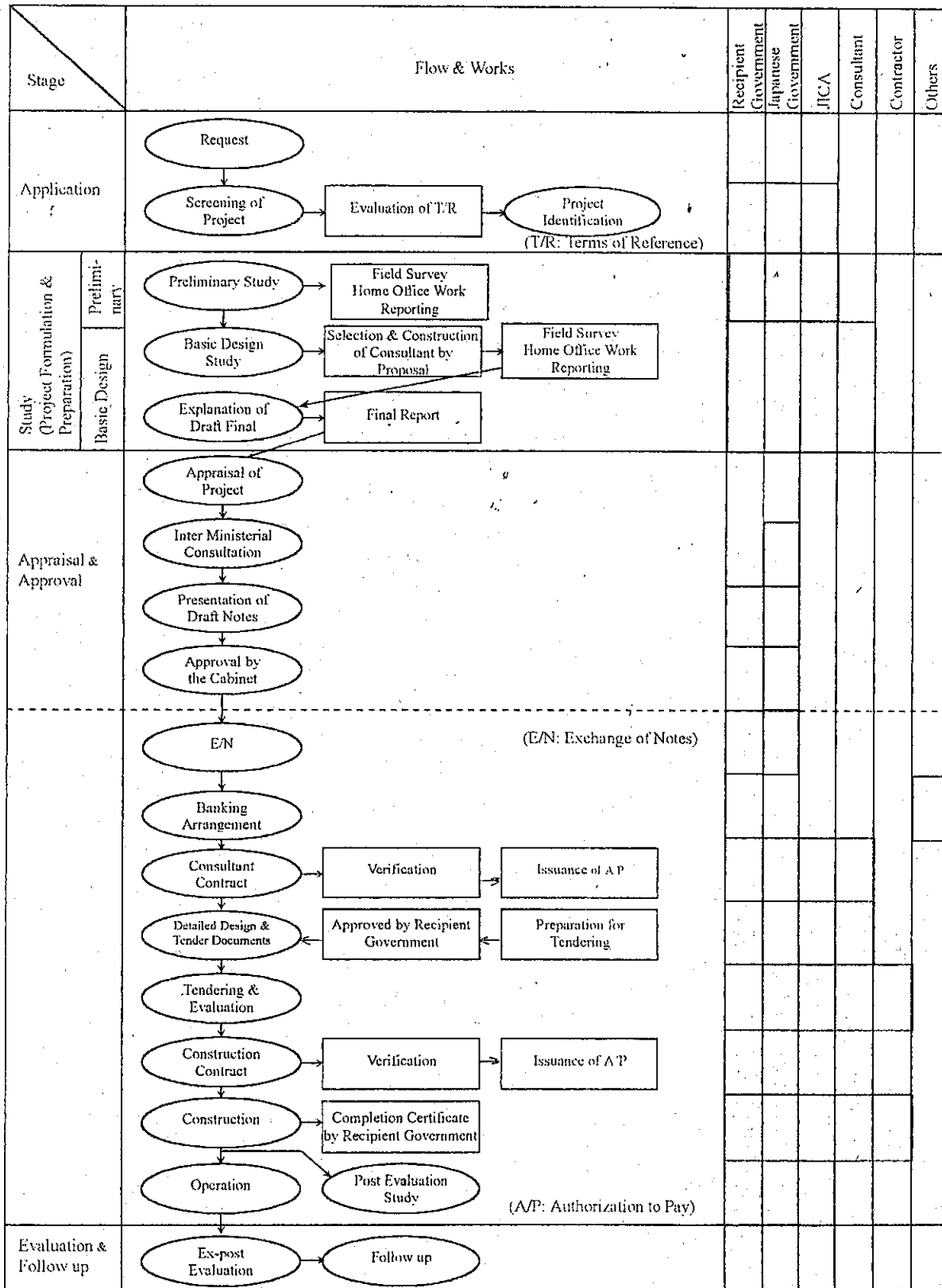
Handwritten initials and signature in the bottom right corner.

b) The payments will be made when payment requests are presented by the Bank to the Government of Japan under an authorization to pay issued by the Government of the recipient country or its designated authority

[Handwritten signature]

(F)

[Handwritten initials]
6-13
TH/A



Flow Chart of Japan's Grant Aid Procedures

Handwritten signature and initials:
 S. G. T.
 W. R.

Appendix-IV

Major Undertakings to be Taken by Each Government

No.	Items	To be covered by Grant Aid	To be covered by Recipient Side
1	To secure land		•
2	To clear, level and reclaim the site when needed		•
3	To construct gates and fences in and around the site		•
4	To construct the parking lot		•
5	To construct roads 1) Within the site 2) Outside the site		• •
6	To procure pipes, materials and equipment for the project	•	
7	To construct intake, transmission/distribution mains, storage tanks and public hydrants	•	
8	To construct house connections		•
9	To provide facilities for the distribution of electricity, water supply, drainage and other incidental facilities 1) Electricity a. The distributing line to the site b. The drop wiring and internal wiring within the site. c. The main circuit breaker and transformer	•	• •
10	To bear the following commissions to the Japanese foreign exchange bank for the banking services based upon the B/A 1) Advising commission of A/P 2) Payment commission		• •
11	To ensure unloading and customs clearance at port of disembarkation in recipient country 1) Marine (Air) transportation of the products from Japan to the recipient country 2) Tax exemption and custom clearance of the products at the port of disembarkation 3) Internal transportation from the port of disembarkation to the project site	• (•)	• (•)
12	To accord Japanese nationals whose services may be required in connection with the supply of the products and the services under the verified contract such facilities as may be necessary for their entry into the recipient country and stay therein for the performance of their work.		•
13	To exempt Japanese nationals from customs duties, internal taxes and other fiscal levies which may be imposed in the recipient country with respect to the supply of the products and services under the verified contracts.		•
14	To maintain and use properly and effectively the facilities constructed and equipment provided under the Grant.		•
15	To bear all the expenses, other than those to be borne by the Grant, necessary for construction of the facilities as well as for the transportation and installation of the equipment.		•

(Handwritten signature)
(F=)

(Handwritten signature)
H. T.
A. A.

MINUTES OF DISCUSSIONS
BASIC DESIGN STUDY ON
THE PROJECT FOR
RURAL WATER SUPPLY
IN NUSA TENGGARA BARAT AND NUSA TENGGARA TIMUR
(EXPLANATION ON DRAFT REPORT)

In June, 2003, the Japan International Cooperation Agency (hereinafter referred to as "JICA") dispatched a Basic Design Study Team on Basic Design Study on the Project for Rural Water Supply in Nusa Tenggara Barat and Nusa Tenggara Timur (hereinafter referred to as "the Project") to the Government of the Republic of Indonesia (hereinafter referred to as "Indonesia"), and through discussion, field survey, and technical examination of the results in Japan, JICA prepared a draft report of the study.

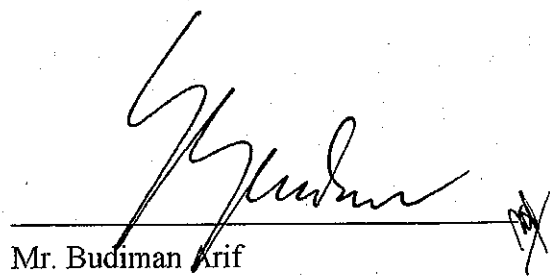
In order to explain and to consult the Indonesia on the components of the draft report, JICA sent to Indonesia the Draft Report Explanation Team (hereinafter referred to as "the Team"), which is headed by Mr. Shiro NAKASONE, Assistant Resident Representative of JICA Indonesia Office, JICA, from 16th to 27th September 2003.

As a result of discussions, both parties confirmed the main items described on the attached sheets.

Jakarta, 25th September, 2003



Mr. Shiro NAKASONE
Leader
Draft Report Explanation Team
Japan International Cooperation Agency
Japan



Mr. Budiman Krif
Director General
Director General of Urban and Rural
Development
Ministry of Settlement and Regional
Infrastructure (KIMPRASWIL)
Indonesia

ATTACHMENT

1. Components of the Draft Report

The Indonesian side agreed and accepted in principle the components of the draft report explained by the Team.

2. Japan's Grant Aid scheme

The Indonesian side understood the Japan's Grant Aid Scheme and the necessary measures to be taken by the Government of Indonesia as explained by the Team and described in Annex-III and Annex-IV of the Minutes of Discussions signed by both parties on 18th June, 2003.

3. Schedule of the Study

JICA will complete the final report in accordance with the confirmed item and send it to the Government of Indonesia by December, 2003.

4. Other relevant issues

(1) Project Site

Although the nine (9) water supply systems in the eight (8) villages had been studied, both parties agreed that Sembung in Lombok Barat District and Labuhan Mapin in Sumbawa District in NTB Province were excluded from the project sites due to the reasons described in the draft report. Therefore, the seven (7) water supply systems in the six (6) villages were selected as listed in Annex I.

(2) Ensuring Sustainable Water Supply

Both parties agreed that in order to ensure sustainable water supply, each operation and maintenance organization (PDAM or Water Users' Association) should allocate necessary budget and assign proper personnel for the operation and maintenance of the facilities.

(3) Undertakings of the Recipient Country

The Indonesian side promised to cooperate in the implementation of the Project by providing all the undertakings required of the government of the recipient country, which is described in Annex-

Annex-III and Annex-IV of the former Minutes of Discussions signed by both parties on 18th June, 2003.

(4) Monitoring

The Indonesian side promised to implement periodical site survey during the implementation period and monitoring after the completion of the project, and prepare a monitoring report twice each year for five years. The central government will submit reports from NTB and NTT provinces to JICA.

(5) MOU

The Indonesian side submitted a copy of MOU about relation among KIMPRASWIL, Provincial Governments of NTB and NTT, and Kabupatens as attached in Annex II

Annex-I	Project Site
Annex-II	MOU
Annex-III	Minutes of Discussion in NTT
Annex-IV	Minutes of Discussion in NTB

Annex – I Project Site

Province	District	Village(scheme)	Note		
			Water Source	System	O&M
NTB	Lombok Barat	Kuranji	PDAM pipeline	Gravity flow	PDAM
		Bajur	PDAM pipeline	Gravity flow	PDAM
		Duman(upper)	Spring	Gravity flow	WUA
		Duman(lower)	PDAM pipeline	Gravity flow	PDAM
	Lombok Timur	Bagik Papan	Spring	Gravity flow	WUA
		Selaparang	Spring	Gravity flow	PDAM
NTT	Kupang	Tarus	Spring	Pump	PDAM

PDAM: Regional Drinking Water Enterprise

WUA: Water User's Association

Annex - II MOU

PROGRAM KERJA SAMA
PEMERINTAH REPUBLIK INDONESIA DENGAN PEMERINTAH JEPANG
PENYEDIAAN AIR BERSIH
DI PROPINSI NUSA TENGGARA TIMUR DAN NUSA TENGGARA BARAT

NOTA KESEPAKATAN

PENYEDIAAN AIR BERSIH PERDESAAN
DI PROPINSI NUSA TENGGARA BARAT (NTB)

ANTARA

PEMERINTAH PUSAT

DAN

1. PEMERINTAH PROPINSI NUSA TENGGARA BARAT
2. PEMERINTAH KABUPATEN LOMBOK BARAT
3. PEMERINTAH KABUPATEN LOMBOK TIMUR
4. PEMERINTAH KABUPATEN SUMBAWA

NOTA KESEPAKATAN

PENYEDIAAN AIR BERSIH PERDESAAN DI KABUPATEN LOMBOK BARAT, LOMBOK TIMUR DAN SUMBAWA

ANTARA

PEMERINTAH PUSAT

DAN

1. PEMERINTAH PROPINSI NUSA TENGGARA BARAT
2. PEMERINTAH KABUPATEN LOMBOK BARAT
3. PEMERINTAH KABUPATEN LOMBOK TIMUR
4. PEMERINTAH KABUPATEN SUMBAWA

Pada hari ini, Rabu XXXXXXXXXXXXXXXXXXXX bertanda tangan di bawah ini :

Pasal 1

PIHAK YANG MELAKUKAN KESEPAKATAN

A. Mewakili Pemerintah Pusat :

Direktur Jenderal Tata Perkotaan dan Tata Perdesaan Departemen KIMPRASWIL, karena jabatannya bertindak untuk dan atas nama Pemerintah Pusat.

B. Mewakili Pemerintah Propinsi :

Gubernur Propinsi Nusa Tenggara Barat. Dalam hal ini bertindak dalam jabatannya dan karenanya bertindak untuk dan atas nama Pemerintah Propinsi Nusa Tenggara Barat, Yang selanjutnya dalam kesepakatan ini disebut sebagai pembina pelaksanaan program penyediaan air bersih perdesaan bantuan JICA di Propinsi Nusa Tenggara Barat.

C. Mewakili Pemerintah Kabupaten :

1. Bupati Kepala Daerah Kabupaten Lombok Barat. Dalam hal ini bertindak dalam jabatannya dan karenanya bertindak untuk dan atas nama Pemerintah Daerah Kabupaten Lombok Barat, yang selanjutnya dalam kesepakatan ini disebut sebagai Koordinator Pelaksana Proyek Kabupaten Lombok Barat.
2. Bupati Kepala Daerah Kabupaten Lombok Timur. Dalam hal ini bertindak dalam jabatannya dan karenanya bertindak untuk dan atas nama Pemerintah Daerah Kabupaten Lombok Timur, yang selanjutnya dalam kesepakatan ini disebut sebagai Koordinator Pelaksana Proyek Kabupaten Lombok Timur.
3. Bupati Kepala Daerah Kabupaten Sumbawa. Dalam hal ini bertindak dalam jabatannya dan karenanya bertindak untuk dan atas nama Pemerintah Daerah Kabupaten Sumbawa, yang selanjutnya dalam kesepakatan ini disebut sebagai Koordinator Pelaksana Proyek Kabupaten Sumbawa.

Bahwa semua pihak telah mempertimbangkan :

1. Penyediaan air bersih di Kabupaten Lombok Barat, Lombok Timur dan Sumbawa, diperlukan untuk memenuhi kebutuhan masyarakat perdesaan.
2. Studi kelayakan tentang penyediaan air bersih perdesaan Nusa Tenggara Barat, yang dilaksanakan oleh Jepang
3. Kesepakatan pelaksanaan program penyediaan air bersih perdesaan di Kabupaten Lombok Barat, Lombok Timur dan Sumbawa antara Pemerintah Indonesia dan JICA, Melalui penandatanganan Minutes of Discussions, tanggal 18 Juni 2003.
4. Bantuan dana berbentuk hibah dari Pemerintah Jepang melalui JICA (Japan, International Cooperation Agency) untuk Proyek Penyediaan Air Bersih Perdesaan Nusa Tenggara Barat dan Nusa Tenggara Timur dialokasikan untuk dana konstruksi dan untuk biaya konsultan, mencakup analisa situasi, perencanaan fasilitas air bersih, termasuk sistem distribusi dan penyalurannya, juga pemantauan konstruksi.
5. Kemampuan dan kesediaan Pemerintah Daerah Kabupaten Lombok Barat, Lombok Timur dan Sumbawa untuk menyediakan dana yang dibutuhkan untuk operasi dan pemeliharaan serta untuk pelaksanaan administrasi proyek dan pembinaan yang meliputi kegiatan : (a) perencanaan, (b) monitoring, (c) pelatihan, (d) penyuluhan/water campaign, (e) perjalanan lokal dan (f) koordinasi; yang besarnya ditentukan oleh daerah sendiri sesuai dengan kemampuannya..
6. Rencana jangka waktu pelaksanaan program penyediaan Air Bersih Perdesaan di Kabupaten Lombok Barat, Lombok Timur dan Sumbawa adalah 2 tahun dan pelaksanaannya akan dimulai pada tahun 2004..

227.96908
(T. N. L. C.)

Bahwa untuk itu, pihak yang mewakili Pemerintah Pusat, pihak yang mewakili Pemerintah Propinsi, dan masing-masing pihak yang mewakili Pemerintah Kabupaten setuju membuat kesepakatan di bidang Penyediaan Air Bersih Perdesaan di Kabupaten Lombok Barat, Lombok Timur dan Sumbawa terkait dengan bantuan Pemerintah Jepang melalui JICA dengan ketentuan-ketentuan sebagai berikut:

Pasal 2

TUJUAN KESEPAKATAN

Para pihak sepakat untuk mendukung keberhasilan program penyediaan dan pengelolaan air bersih perdesaan di Propinsi Nusa Tenggara Barat, khususnya di Kabupaten Lombok Barat, Lombok Timur dan Sumbawa dengan menggunakan pendekatan tanggap kebutuhan yang dimulai sejak perencanaan, pelaksanaan, pengelolaan hingga pemanfaatannya oleh masyarakat, atau PDAM bersama masyarakat.

Pasal 3

RUANG LINGKUP KERJA SAMA

1. Kerja sama ini meliputi pelaksanaan Basic Design Study, DED, Konstruksi Sistem serta Operasi dan Pemeliharaan air bersih perdesaan dalam rangka memenuhi kebutuhan air bersih dan meningkatkan tingkat kesehatan masyarakat perdesaan di Kabupaten Lombok Barat, Lombok Timur dan Sumbawa.
2. Peningkatan kesadaran masyarakat dalam pemanfaatan air melalui penyuluhan (Public Education for Water Conservation)

Pasal 4

TANGGUNG JAWAB SETIAP PIHAK

- a. Tanggung jawab Pemerintah Pusat :
 1. Menjamin kelancaran penyaluran dana hibah yang berasal dari Pemerintah Jepang yang terkait dengan pelaksanaan program ini.
 2. Sebagai Koordinator Pusat program penyediaan air bersih perdesaan, membentuk Tim Koordinasi Tingkat Pusat, yang terdiri dari Direktorat Jenderal Tata Perkotaan dan Tata Perdesaan - Departemen KIMPRASWIL, Direktorat Jenderal Anggaran - Departemen Keuangan, Direktorat Jenderal Pemberantasan Penyakit Menular dan Penyehatan Lingkungan Permukiman, Departemen Kesehatan, Direktorat Jenderal Bina Pembangunan Daerah - Depdagri, Direktorat Jenderal Bina Pembedayaan Masyarakat - Depdagri dan Direktorat Perumahan dan Perumahan - Bappenas. Seluruh anggota tim akan bekerjasama dengan JICA untuk melakukan pemantauan terhadap pelaksanaan penyediaan air bersih perdesaan di Kabupaten Lombok Barat, Lombok Timur dan Sumbawa.
 3. Menyiapkan kebijakan dan arahan Nasional mengenai penyediaan air bersih perdesaan, khususnya di Kabupaten Lombok Barat, Lombok Timur dan Sumbawa.
 4. Membantu dalam proses pembebasan Pajak dan Bea Masuk untuk barang-barang yang diimpor sehubungan dengan pelaksanaan kegiatan ini.
 5. Pembebasan pengenaan pajak untuk Tenaga Ahli JICA yang ditugaskan dalam proyek ini, sesuai peraturan yang berlaku.
 6. Melakukan monitoring dan evaluasi hasil kegiatan proyek
- b. Tanggungjawab Pemerintah Propinsi :
 1. Melakukan pembinaan dan pemantauan untuk penyediaan air bersih perdesaan bantuan JICA di Propinsi Nusa Tenggara Barat.
 2. Dalam waktu 1 bulan setelah naskah kesepakatan ini ditanda tangani, Gubernur sudah membentuk Tim Koordinasi Penyediaan Air Bersih Perdesaan di Propinsi atau memanfaatkan tim yang sudah ada.
- c. Tanggung jawab Pemerintah Kabupaten :
 1. Dalam waktu 1 bulan setelah naskah kesepakatan ini ditanda tangani, Bupati sudah membentuk Tim Koordinasi Penyediaan Air Bersih Perdesaan di Kabupaten (TKK), yang anggotanya terdiri dari Instansi terkait dan menetapkan Tim Pelaksana Proyek (TPP), yang anggotanya terdiri dari instansi terkait. TKK berfungsi melakukan koordinasi perencanaan pelaksanaan dan evaluasi proyek.
 2. Melakukan koordinasi dengan instansi terkait dan menyiapkan serta menjamin penyediaan dana penunjang yang terkait dengan pelaksanaan bantuan teknis JICA, yang akan diperlukan selama 2 tahun dimulaj tahun 2004.
 3. Mendorong peran serta masyarakat sasaran agar mendukung dalam proses perencanaan, pelaksanaan, pemeliharaan, serta pengelolaan prasarana dan sarana air bersih yang telah dibangun.
 4. Menjamin terlaksananya pekerjaan proyek sesuai dengan jadwal dan tahapan program.
 5. Kewajiban-kewajiban terkait meliputi :
 - a. Penyediaan lahan dan penyiapan lahan
 - b. Pembangunan pagar disekeliling lokasi, apabila diperlukan
 - c. Pembangunan lahan parkir, apabila diperlukan

- d. Pemasangan sambungan rumah
- e. Penyediaan listrik/ genset
- f. Biaya transportasi barang dari pelabuhan penerima ke lokasi, apabila diperlukan
- g. Penyediaan dana yang diperlukan untuk kegiatan konstruksi untuk keperluan tambahan di luar biaya yang disediakan melalui hibah JICA.

Pasal 5

PELAPORAN

Pelaporan harus dilakukan sesuai dengan yang tercantum pada Minutes of Discussions, yaitu sebagai berikut : Pemerintah Indonesia harus menyiapkan Laporan Monitoring dan Evaluasi mengenai Operasi dan Pemeliharaan prasarana yang telah dibangun. Selanjutnya laporan tersebut diserahkan kepada JICA sebanyak 2 kali setahun, selama 5 tahun sejak konstruksi selesai dilaksanakan.

Pasal 6

PERUBAHAN RUANG LINGKUP KESEPAKATAN

1. Apabila dikemudian hari terdapat peluang untuk memperluas ruang lingkup kesepakatan maka para pihak sepakat untuk melakukan perubahan kesepakatan ini sebagaimana mestinya.
2. Apabila ternyata dikemudian hari terdapat hal-hal yang belum diatur dalam kesepakatan ini, maka para pihak bersedia melakukan perubahan sesuai dengan kebutuhan.

Pasal 7

PEMBIAYAAN






Pasal 8

1. Untuk mendukung program penyediaan air bersih perdesaan di Kabupaten Lombok Barat, Lombok Timur dan Sumbawa maka Pemerintah Jepang melalui JICA telah bersedia memberikan hibah kepada Pemerintah Indonesia
2. Pelaksanaan proyek di masing-masing Kabupaten mengikuti peraturan perundang-undangan yang berlaku.
3. Untuk mendukung program bantuan teknis dari JICA, Pemerintah Kabupaten sepakat untuk mengalokasikan dana dari APBD masing-masing untuk membiayai kegiatan penunjang yang diperlukan bagi pelaksanaan bantuan teknis tersebut.

PENUTUP

Dengan ditanda tangani kesepakatan ini, maka segala ketentuan yang dibuat oleh pihak pengelola air bersih perdesaan bantuan JICA, Koordinator Pelaksana Proyek Kabupaten, dan pihak lainnya yang bertentangan dengan kesepakatan ini dinyatakan tidak berlaku.

Demikian kesepakatan ini dibuat dan ditandatangani pada hari dan tanggal tersebut diatas, dibuat dalam rangkap 5 (lima) dan masing-masing mempunyai kekuatan hukum yang sama.

<p>Bilik Pemerintah Pusat</p>  <p>DIREKTOR JENDERAL TATA PERKOTAAN DAN KAWASAN PERDESAAAN DAN PRASARANA</p> <p>Direktur Jenderal Tata Perkotaan dan Tata Perdesaan, Dep. Kimpraswil</p>	<p>1. Bilik Pemerintah Propinsi Dan Kabupaten</p>  <p>Gubernur Nusa Tenggara Barat</p>
	 <p>Bupati Lombok Barat</p>
	 <p>Bupati Lombok Timur</p>
	 <p>Bupati Subaya</p>

**PROGRAM KERJA SAMA
PEMERINTAH REPUBLIK INDONESIA DENGAN PEMERINTAH JEPANG
PENYEDIAAN AIR BERSIH
DI PROPINSI NUSA TENGGARA TIMUR DAN NUSA TENGGARA BARAT**

NOTA KESEPAKATAN

**PENYEDIAAN AIR BERSIH PERDESAAN
DI PROPINSI NUSA TENGGARA TIMUR (NTT)**

ANTARA

PEMERINTAH PUSAT

DAN

1. PEMERINTAH PROPINSI NUSA TENGGARA TIMUR
2. PEMERINTAH KABUPATEN KUPANG

NOTA KESEPAKATAN

PENYEDIAAN AIR BERSIH PERDESAAN DI KABUPATEN KUPANG ANTARA

PEMERINTAH PUSAT

DAN

1. PEMERINTAH PROPINSI NUSA TENGGARA TIMUR
2. PEMERINTAH KABUPATEN KUPANG

Pada hari ini, Rabu, tanggal 25 Juni 2003, yang bertanda tangan di bawah ini :

Pasal 1

PIHAK YANG MELAKUKAN KESEPAKATAN

A. Mewakili Pemerintah Pusat :

Direktur Jenderal Tata Perkotaan dan Tata Perdesaan Departemen KIMPRASWIL, karena jabatannya bertindak untuk dan atas nama Pemerintah Pusat.

B. Mewakili Pemerintah Propinsi :

Gubernur Propinsi Nusa Tenggara Timur. Dalam hal ini bertindak dalam jabatannya dan karenanya bertindak untuk dan atas nama Pemerintah Propinsi Nusa Tenggara Timur, Yang selanjutnya dalam kesepakatan ini disebut sebagai pembina pelaksanaan program penyediaan air bersih perdesaan bantuan JICA di Propinsi Nusa Tenggara Timur.

C. Mewakili Pemerintah Kabupaten :

Bupati Kepala Daerah Kabupaten Kupang, dalam hal ini bertindak dalam jabatannya dan karenanya bertindak untuk dan atas nama Pemerintah Daerah Kabupaten Kupang, yang selanjutnya dalam kesepakatan ini disebut sebagai Koordinator Pelaksana Proyek Kabupaten Kupang.

Bahwa semua pihak telah mempertimbangkan :

1. Penyediaan air bersih di Kabupaten Kupang diperlukan untuk memenuhi kebutuhan masyarakat perdesaan.
2. Studi kelayakan tentang penyediaan air bersih perdesaan Nusa Tenggara Timur, yang dilaksanakan oleh Jepang
3. Kesepakatan pelaksanaan program penyediaan air bersih perdesaan di Kabupaten Kupang antara Pemerintah Indonesia dan JICA, Melalui penandatanganan Minutes of Discussions, tanggal 18 Juni 2003.
4. Bantuan dana berbentuk hibah dari Pemerintah Jepang melalui JICA (Japan International Cooperation Agency) untuk Proyek Penyediaan Air Bersih Perdesaan Nusa Tenggara Barat dan Nusa Tenggara Timur dialokasikan untuk dana konstruksi dan untuk biaya konsultan, mencakup analisa situasi, perencanaan fasilitas air bersih, termasuk sistem distribusi dan penyalurannya, juga pemantauan konstruksi.

5. Kemampuan dan kesediaan Pemerintah Daerah Kabupaten Kupang untuk menyediakan dana yang dibutuhkan untuk operasi dan pemeliharaan serta untuk pelaksanaan administrasi proyek dan pembinaan yang meliputi kegiatan : (a) perencanaan, (b) monitoring, (c) pelatihan, (d) penyuluhan/water campaign, (e) perjalanan lokal dan (f) koordinasi; yang besarnya ditentukan oleh daerah sendiri sesuai dengan kemampuannya..
6. Rencana jangka waktu pelaksanaan program penyediaan Air Bersih Perdesaan di Kabupaten Kupang adalah 2 tahun dan pelaksanaannya akan dimulai pada tahun 2004.

Bahwa untuk itu, pihak yang mewakili Pemerintah Pusat, pihak yang mewakili Pemerintah Propinsi, dan masing-masing pihak yang mewakili Pemerintah Kabupaten setuju membuat kesepakatan di bidang Penyediaan Air Bersih Perdesaan di Kabupaten Kupang, terkait dengan bantuan Pemerintah Jepang melalui JICA dengan ketentuan-ketentuan sebagai berikut:

Pasal 2

TUJUAN KESEPAKATAN

Para pihak sepakat untuk mendukung keberhasilan program penyediaan dan pengelolaan air bersih perdesaan di Propinsi Nusa Tenggara Timur, khususnya di Kabupaten Kupang, dengan menggunakan pendekatan tanggap kebutuhan yang dimulai sejak perencanaan, pelaksanaan, pengelolaan hingga pemanfaatannya oleh masyarakat, atau PDAM bersama masyarakat.

Pasal 3

RUANG LINGKUP KERJA SAMA

1. Kerja sama ini meliputi pelaksanaan Basic Design Study, DED, Konstruksi Sistem serta Operasi dan Pemeliharaan air bersih perdesaan dalam rangka memenuhi kebutuhan air bersih dan meningkatkan tingkat kesehatan masyarakat perdesaan di Kabupaten Kupang.
2. Peningkatan kesadaran masyarakat dalam pemanfaatan air melalui penyuluhan (Public Education for Water Conservation)

Pasal 4

TANGGUNG JAWAB SETIAP PIHAK

- a. Tanggung jawab Pemerintah Pusat :
 1. Menjamin kelancaran penyalutan dana hibah yang berasal dari Pemerintah Jepang yang terkait dengan pelaksanaan program ini.
 2. Sebagai Koordinator Pusat program penyediaan air bersih perdesaan, membentuk Tim Koordinasi Tingkat Pusat, yang terdiri dari Direktorat Jenderal Tata Perkotaan dan Tata Perdesaan - Departemen KIMPRASWIL, Direktorat Jenderal Anggaran - Departemen Keuangan, Direktorat Jenderal Pemberantasan Penyakit Menular dan Penyehatan Lingkungan Permukiman, Departemen Kesehatan, Direktorat Jenderal Bina Pembangunan Daerah - Depdagri, Direktorat Jenderal Bina Pembedayaan Masyarakat - Depdagri dan Direktorat

- dengan JICA untuk melakukan pemantauan terhadap pelaksanaan penyediaan air bersih perdesaan di Kabupaten Kupang.
3. Menyiapkan kebijakan dan arahan nasional mengenai penyediaan air bersih perdesaan, khususnya di Kabupaten Kupang.
 4. Membantu dalam proses pembebasan Pajak dan Bea Masuk untuk barang-barang yang diimpor sehubungan dengan pelaksanaan kegiatan ini.
 5. Pembebasan pengenaan pajak untuk Tenaga Ahli JICA yang ditugaskan dalam proyek ini, sesuai dengan keketentuan yang berlaku.
 6. Melakukan monitoring dan evaluasi hasil kegiatan proyek
- b. Tanggungjawab Pemerintah Propinsi :
1. Melakukan pembinaan dan pemantauan untuk penyediaan air bersih perdesaan bantuan JICA di Propinsi Nusa Tenggara Timur.
 2. Dalam waktu 1 bulan setelah naskah kesepakatan ini ditanda tangani, Gubernur sudah membentuk Tim Koordinasi Penyediaan Air Bersih Perdesaan di Propinsi atau memanfaatkan tim yang sudah ada.
- c. Tanggung jawab Pemerintah Kabupaten :
1. Dalam waktu 1 bulan setelah naskah kesepakatan ini ditanda tangani, Bupati sudah membentuk Tim Koordinasi Penyediaan Air Bersih Perdesaan di Kabupaten (TKK), yang anggotanya terdiri dari instansi terkait dan menetapkan Tim Pelaksana Proyek (TPP), yang anggotanya terdiri dari instansi terkait. TKK berfungsi melakukan koordinasi perencanaan pelaksanaan dan evaluasi proyek.
 2. Melakukan koordinasi dengan instansi terkait dan menyiapkan serta menjamin penyediaan dana penunjang yang terkait dengan pelaksanaan bantuan teknis JICA, yang akan diperlukan selama 2 tahun dimulai tahun 2004,.
 3. Mendorong peran serta masyarakat sasaran agar mendukung dalam proses perencanaan, pelaksanaan, pemeliharaan, serta pengelolaan prasarana dan sarana air bersih yang telah dibangun.
 4. Menjamin terlaksananya pekerjaan proyek sesuai dengan jadwal dan tahapan program.
 5. Kewajiban-kewajiban terkait meliputi :
 - a. Penyediaan lahan dan penyiapan lahan
 - b. Pembangunan pagar disekeliling lokasi, apabila diperlukan
 - c. Pembangunan lahan parkir, apabila diperlukan
 - d. Pemasangan sambungan rumah
 - e. Penyediaan listrik/ genset
 - f. Biaya transportasi barang dari pelabuhan penerima ke lokasi, apabila diperlukan
 - g. Penyediaan dana yang diperlukan untuk kegiatan konstruksi untuk keperluan tambahan di luar biaya yang disediakan melalui hibah JICA.

Pasal 5

PELAPORAN

Pelaporan dilakukan sesuai dengan yang tercantum pada Minutes of Discussions, yaitu sebagai berikut : Pemerintah Indonesia harus menyiapkan Laporan Monitoring dan Evaluasi mengenai Operasi dan Pemeliharaan prasarana yang telah dibangun. Selanjutnya laporan tersebut diserahkan kepada JICA sebanyak 2 kali setahun, selama 5 tahun sejak konstruksi selesai dilaksanakan.

Pasal 6

PERUBAHAN RUANG LINGKUP KESEPAKATAN

1. Apabila di kemudian hari terdapat peluang untuk memperluas ruang lingkup kesepakatan maka para pihak sepakat untuk melakukan perubahan kesepakatan ini sebagaimana mestinya.
2. Apabila ternyata di kemudian hari terdapat hal-hal yang belum diatur dalam kesepakatan ini, maka para pihak bersedia melakukan perubahan sesuai dengan kebutuhan.

Pasal 7

PEMBIAYAAN

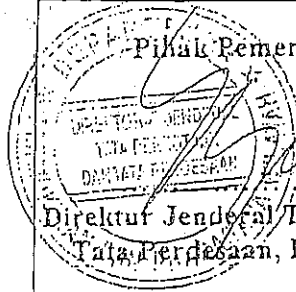
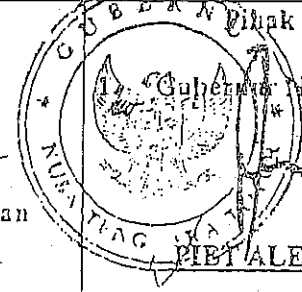

1. Untuk mendukung program penyediaan air bersih perdesaan di Kabupaten Kupang maka Pemerintah Jepang melalui JICA telah bersedia memberikan hibah kepada Pemerintah Indonesia.
2. Pelaksanaan proyek di masing-masing Kabupaten mengikuti peraturan perundang-undangan yang berlaku.
3. Untuk mendukung program bantuan teknis dari JICA, Pemerintah Kabupaten Kupang sepakat untuk mengalokasikan dana dari APBD untuk membiayai kegiatan penunjang yang diperlukan bagi pelaksanaan bantuan teknis tersebut.

Pasal 8

PENUTUP

Dengan ditanda tangani kesepakatan ini, maka segala ketentuan yang dibuat oleh pihak pengelola air bersih perdesaan bantuan JICA, Koordinator Pelaksana Proyek Kabupaten, dan pihak lainnya yang bertentangan dengan kesepakatan ini dinyatakan tidak berlaku.

Demikian kesepakatan ini dibuat dan ditandatangani pada hari dan tanggal tersebut di atas, dibuat dalam rangkap 5 (lima) dan masing-masing mempunyai kekuatan hukum yang sama.

<p>Pihak Pemerintah Pusat</p>  <p>Direktur Jenderal Tata Perkotaan dan Tata Perdesaan, Dep. Kimpraswil</p>	<p>Pihak Pemerintah Daerah</p> <p>1. Gubernur Nusa Tenggara Timur,</p>  <p>PIBT ALEXANDER TALLO, SH</p>
	<p>2. Bupati Kupang,</p>  <p>Drs. IBRAHIM AGUSTINUS MEDAH</p>

COLABORATIVE PROGRAM

THE GOVERNMENT OF REPUBLIC OF INDONESIA

AND

THE GOVERNMENT OF JAPAN

ON

THE CLEAN WATER SUPPLY IN THE PROVINCE OF NUSA TENGGARA
TIMUR AND NUSA TENGGARA BARAT

NOTE OF AGREEMENT

CLEAN WATER SUPPLY IN RURAL AREA OF NUSA TENGGARA TIMUR
PROVINCE

BETWEEN

CENTRAL GOVERNMENT

AND

1. THE GOVERNMENT OF NUSA TENGGARA TIMUR PROVINCE
2. THE GOVERNMENT OF KUPANG DISTRICT

NOTE OF AGREEMENT

CLEAN WATER SUPPLY IN RURAL AREA OF KUPANG DISTRICT

BETWEEN

CENTRAL GOVERNMENT

AND

1. THE GOVERNMENT OF NUSA TENGGARA TIMUR PROVINCE
 2. THE GOVERNMENT OF KUPANG DISTRICT
-

On this day, Wednesday, June 25, 2003, the under signed:

Article 1

PARTIES MAKE THE AGREEMENT

A. Central Government Representative:

Direktur Jenderal Tata Perkotaan and Tata Pedesaan Departemen KIMPRASWIL, because of its position acts as and on behalf of the Central Government

B. Province Government Representative

Governor of Nusa Tenggara Timur in this agreement because of his position and on behalf of the government of Nusa Tenggara Timur, who then in this agreement, mentioned as advisor on program implementation of rural area clean water supply which is sponsored by JICA in Nusa Tenggara Timur province.

C. District Government Representative:

Head of Kupang District, in this agreement, because of his position and on behalf of the government of Kupang district, who then in this agreement, mentioned as Coordinator of Kupang district project implementation.

That all Parties have considered:

1. The clean water supply in Kupang district is required to fulfill the need of water in rural area community.
2. The feasibility study on the rural area clean water supply, which is done by the government of Japan.

3. Agreement on implementation program of rural area clean water supply in Kupang district between the government of Indonesia and JICA through the signing of the minutes of discussions on June 18, 2003.
4. Fund support /Grant from The government of Japan thorough JICA (Japan International Cooperation Agency) for the project of rural area clean water supply in the provinces of Nusa Tenggara Timur and Nusa Tenggara Barat which is allocated for construction and consultancy costs, that covers situation analysis, clean water facility planning, includes distribution system and construction control.
5. The capability and readiness of the government of Kupang district to provide cost which is needed for project operation and maintenance, implementation of project administration, and supervisory activity that covers the activities of (a) planning, (b) monitoring, (c) training, (d) water campaign, (e) local trip and (f) coordination: the amount is decided by the district based on its capability.
6. The implementation Period planning of rural area clean water supply program in Kupang district is two years and the realization will be started in 2004.

For this, the party who represents the central government, the party who represents the province government, and each party who represents district government agree to make an understanding on rural area clean water supply in Kupang district related to the grant from the government of Japan through JICA under the following *conditions*.

Article 2

Objective of the agreement

Each party agrees to support the success of rural area clean water supply and management in the province of Nusa Tenggara Timur, especially in Kupang district where the implementation done on need-response approach which is started from planning, implementation, management to its utilization by the community or PDAM and the community.

Article 3

The Scope of Agreement

1. This collaboration covers the implementation of Basic Design Study, DED, construction, operation and maintenance system of rural area clean water supply in order to fulfill the requirement of clean water and to improve rural community health level in Kupang district

2. Improvement of community awareness in water utilizing through water campaign (Public Education for Water Conservation)

Article 4

Responsibility of Each Party

a. Responsibility of Central government

1. Ensure the smooth distribution of grant fund from the government of Japan, which related to the implementation of the program.
2. As the central coordinator of rural area clean water supply program, make a team of coordination at the central level which consists of Direktorat Jenderal Tata Perkotaan and Tata Pedesaan – Departemen KIMPRASWIL, Direktorat Jenderal Anggaran –Departemen Keuangan (Finance Department), Direktorat Jenderal Pemberantasan Penyakit menular and Penyehatan Lingkungan Pemukiman, Departemen kesehatan, Direktorat Jenderal Bina Pembangunan Daerah-Depdagri, Direktorat Jenderal Bina Pernerdayaan Masyarakat- Depdagri and Direktorat and JICA to control the implementation of the rural area clean water supply project in Kupang district.
3. Prepare national policy and guidance on rural area clean water supply, especially in Kupang district.
4. Help in the process of tax released and import tax for any equipments imported for the implementation of the project.
5. Tax released for all consultant experts of JICA who are uncharged in the project based on the regulation at the time.
6. Do the monitoring and evaluation on the result of project activities.

b. Responsibility of Province Government

1. Do the supervision and monitoring on the rural area clean water supply funded by JICA in the province of Nusa Tenggara Timur
2. Within one month after the signing of this agreement, the governor has already made a coordination team of rural area clean water supply in this province or the team, which is already existed.

c. Responsibility of District Government

1. Within one month after the signing of this agreement, the head of district has already made a coordination team of rural area clean water supply in district (TKK), whose members consists of related departments and has decided the team of project implementation (TPP), whose members

consists of related departments. TKK has function to do the coordination on the Project planning implementation and evaluation.

2. Do coordination to the related departments, provide and ensure about supported fund provision, which related to the implementation of technical aid from JICA, which is needed for two years, starting from the year of 2004.
3. Motivate the community to support the planning process, implementation, maintenance and management of all facilities has been established.
4. Ensure the implementation of project works are based on the schedule and steps of the planned program.
5. Related duties cover:
 - a. Provision and preparation of the land
 - b. Fence building around the project location when it is needed
 - c. Parking area building, when it is needed
 - d. House connection
 - e. Provide electricity or Genset
 - f. Transportation cost for all equipments from harbor to the project location when it is needed.
 - g. Fund provision which is needed for construction activity as the addition needed which exclude the fund Provided through JICA

Article 5

Reporting

Reporting will be done as stated in the Minutes of Discussions, which are as follow:
The government of Indonesia should prepare Monitoring and evaluation report on the operation and maintenance of the facility that has been established.
The Report then is submitted to JICA twice in a year, for five years since the accomplishment of the project.

Article 6.

Changing of the Agreement scope

1. When in the future is found any possibility to improve the scope of this agreement, all parties agree to make any changes on this agreement as well.
2. When in the future is found any issues, which are not arranged in this agreement, all parties would make changes as needed.

Article 7

Funding

1. To support the program of rural area clean water supply in Kupang district, the government of Japan through JICA has agreed to provide Grant Fund for the government of Indonesia
2. The project implementation in each sub-district follows the available constitution.
3. To support technical aid program from JICA, the government of Kupang District agrees to allocate fund from district development fund to pay all supporting activities, which are needed, for the implementation.

Article 8.

CLOSURE

By the signing of this agreement, all the principles that are made by managerial party of rural area clean water supply project, which is funded by JICA, coordinator of district project implementation and any other parties who opposed to this agreement is stated to be not available.

This agreement is made and is signed on the day and the date stated above and has been prepared in five (5) copies where each copy is legal.

Central Government,

District Government,

1. The Governor of Nusa Tenggara Timur,

.....
Direktur Jenderal Tata Perkotaan
Dan tata Pedesaan, Dep

PIET ALEXANDER TALLO, SH

2. Head of Kupang District

DRS. IBRAHIM AGUSTIUNUS MEDA

Annex- III

**MINUTES OF DISCUSSIONS
BASIC DESIGN STUDY ON
THE PROJECT FOR
RURAL WATER SUPPLY
IN NUSA TENGGARA BARAT AND NUSA TENGGARA TIMUR
(EXPLANATION ON DRAFT REPORT)
(NUSA TENGGARA TIMUR PROVINCE)**

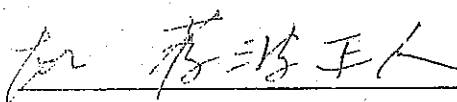
In June, 2003, the Japan International Cooperation Agency (hereinafter referred to as "JICA") dispatched a Basic Design Study Team on Basic Design Study on the Project for Rural Water Supply in Nusa Tenggara Barat and Nusa Tenggara Timur (hereinafter referred to as "the Project") to the Government of the Republic of Indonesia (hereinafter referred to as "Indonesia"), and through discussion, field survey, and technical examination of the results in Japan, JICA prepared a draft report of the study.

In order to explain and to consult the Indonesia on the components of the draft report, JICA sent to Indonesia the Draft Report Explanation Team (hereinafter referred to as "the Team"), which is headed by Mr. Shiro NAKASONE, Assistant Resident Representative of JICA Indonesia Office, JICA, from 16th to 27th September 2003.

The Team held a series of discussions on the Project with the officials concerned of the Provincial Government of Nusa Tenggara Timur (hereinafter referred to as "NTT") and the District Government of Kupang (hereinafter referred to as "Kabupaten Kupang"; Kabupaten; District level Governmental body)

In the course of discussions and field surveys, the Team, the NTT and the Kabupaten Kupang (hereinafter referred to as "the both Parties") confirmed the main items described on the attached sheets.

Kupang, 20th September, 2003.



Mr. Shiro NAKASONE

Leader

Draft Report Explanation Team

Japan International Cooperation Agency

Japan



Ir. Piter Djami Rebo M Si

Head of Dinas KIMPRASWIL

Propinsi NTT



Ir. K.S. Isliko. M. Si

An. Bupati Kupang

Ub. Asisten Administrasi Pembangunan



ATTACHMENT

1. Components of the Draft Report

The Indonesian side agreed and accepted in principle the components of the draft report explained by the Team.

2. Japan's Grant Aid scheme

The Indonesian side understood the Japan's Grant Aid Scheme and the necessary measures to be taken by the Government of Indonesia as explained by the Team and described in Appendix-III and AppendixIV of the Minutes of Discussions signed by both parties, Kupang, on 13th June, 2003.

3. Schedule of the Study

JICA will complete the final report in accordance with the confirmed item and send it to the Government of Indonesia by December, 2003.

4. Other relevant issues

(1) Project Site

One(1) water supply system in Tarus had been studied, both parties agreed that Tarus in Kupang District in NTT Province was selected as listed in Appendix I.

(2) Ensuring Sustainable Water Supply

Both parties agreed that in order to ensure sustainable water supply, each operation and maintenance organization (PDAM or Water Users' Association) should allocate necessary budget and assign proper personnel for the operation and maintenance of the facilities.

(3) Undertakings of the Recipient Country

The Indonesian side promised to cooperate in the implementation of the Project by providing all the undertakings required of the government of the recipient country, which is described in Appendix-III and Appendix-IV of the former Minutes of Discussions signed by both parties, Kupang, on 13th June, 2003.

7/6

(4) Monitoring

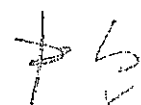
The Indonesian side promised to implement periodical site survey during the implementation period, and prepare a monitoring report twice each year for five years after facilities are completed and submit it to KIMPRASWIL.

2/ 15

Appendix – I Project Site

Province	District	Village(scheme)	Note		
			Water Source	System	O&M
NTT	Kupang	Tarus	Spring	Pump	PDAM

PDAM: Regional Drinking Water Enterprise



Annex - IV

**MINUTES OF DISCUSSIONS
BASIC DESIGN STUDY ON
THE PROJECT FOR
RURAL WATER SUPPLY
IN NUSA TENGGARA BARAT AND NUSA TENGGARA TIMUR
(EXPLANATION ON DRAFT REPORT)
(NUSA TENGGARA BARAT PROVINCE)**

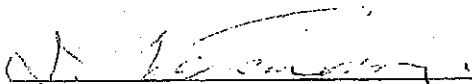
In June, 2003, the Japan International Cooperation Agency (hereinafter referred to as "JICA") dispatched a Basic Design Study Team on Basic Design Study on the Project for Rural Water Supply in Nusa Tenggara Barat and Nusa Tenggara Timur (hereinafter referred to as "the Project") to the Government of the Republic of Indonesia (hereinafter referred to as "Indonesia"), and through discussion, field survey, and technical examination of the results in Japan, JICA prepared a draft report of the study.

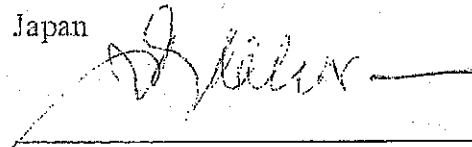
In order to explain and to consult the Indonesia on the components of the draft report, JICA sent to Indonesia the Draft Report Explanation Team (hereinafter referred to as "the Team"), which is headed by Mr. Shiro NAKASONE, Assistant Resident Representative of JICA Indonesia Office, JICA, from 16th to 27th September 2003.

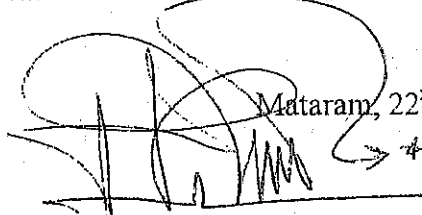
The Team held a series of discussions on the Project with the officials concerned of the Provincial Government of Nusa Tenggara Barat (hereinafter referred to as "NTB") and the District Government of Lombok Barat and Lombok Timur (hereinafter referred to as "two(2)Kabupatens"; Kabupaten; District level Governmental body)

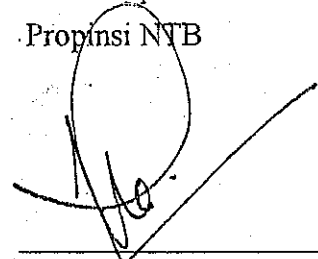
In the course of discussions and field surveys, the Team, the NTB and the two Kabupatens (hereinafter referred to as "the both Parties") confirmed the main items described on the attached sheets.

Mataram, 22nd September, 2003.


Mr. Shiro NAKASONE
Leader
Draft Report Explanation Team
Japan International Cooperation Agency
Japan


Drs. H. Iskandar
Buapti Lombok Barat


Mr. ANASMAL
Wakil Kepala Dinas KIMPRASWIL
Propinsi NTB


H. MOH Ali Bin Dachlan.SH
Bupati Lombok Timur

ATTACHMENT

1. Components of the Draft Report

The Indonesian side agreed and accepted in principle the components of the draft report explained by the Team.

2. Japan's Grant Aid scheme

The Indonesian side understood the Japan's Grant Aid Scheme and the necessary measures to be taken by the Government of Indonesia as explained by the Team and described in Appendix-III and Appendix-IV of the Minutes of Discussions signed by both parties, Mataram, on 17th June, 2003.

3. Schedule of the Study

JICA will complete the final report in accordance with the confirmed item and send it to the Government of Indonesia by December, 2003.

4. Other relevant issues

(1) Project Site

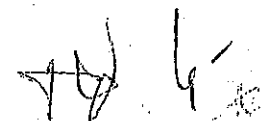
Although the eight (8) water supply systems in the seven (7) villages in NTB Province had been studied, both parties agreed that Sembung in Lombok Barat District and Labuhan Mapin in Sumbawa District in NTB Province were excluded from the project sites due to the reasons described in the draft report. Therefore, the six (6) water supply systems in the five (5) villages were selected as listed in Annex I.

(2) Ensuring Sustainable Water Supply

Both parties agreed that in order to ensure sustainable water supply, each operation and maintenance organization (PDAM or Water Users' Association) should allocate necessary budget and assign proper personnel for the operation and maintenance of the facilities.

(3) Undertakings of the Recipient Country

The Indonesian side promised to cooperate in the implementation of the Project by providing all the undertakings required of the government of the recipient country, which is described in



Appendix-III and Appendix-IV of the former Minutes of Discussions signed by both parties, Mataram, on 17th June, 2003.

(4) Monitoring

The Indonesian side promised to implement periodical site survey during the implementation period and monitoring after the completion of the project, and prepare a monitoring report twice each year for five years and submit it to KIMPRASWIL.

[Handwritten signature]

Appendix – I Project Site

Province	District	Village(scheme)	Note		
			Water Source	System	O&M
NTB	Lombok Barat	Kuranji	PDAM pipeline	Gravity flow	PDAM
		Bajur	PDAM pipeline	Gravity flow	PDAM
		Duman(upper)	Spring	Gravity flow	WUA
		Duman(lower)	PDAM pipeline	Gravity flow	PDAM
	Lombok Timur	Bagik Papan	Spring	Gravity flow	WUA
		Selaparang	Spring	Gravity flow	PDAM

PDAM: Regional Drinking Water Enterprise

WUA: Water User's Association