



REPUBLIK INDONESIA

**AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
AND
THE ORGANISATION FOR ECONOMIC CO-OPERATION AND
DEVELOPMENT (OECD)
ON THE ESTABLISHMENT OF
THE OECD COUNTRY OFFICE IN INDONESIA**

The Government of the Republic of Indonesia and the Organisation for Economic Co-operation and Development (OECD) hereinafter individually referred to as "the Party" and collectively as "the Parties";

Having regard to the co-operation between the Parties on an array of policy issues, including macro-economic policy and structural reform, regulatory policy, agriculture, education, investment, taxation, financial education, pensions, anti-corruption, development, and competition, among others;

Referring to the Framework of Co-operation Agreement between the Government of the Republic of Indonesia and the Organisation for Economic Co-operation and Development signed in Jakarta on 27 September 2012;

Having regard to the provisions of the OECD Convention, in particular Article 5 c);

In accordance with the laws and regulations of the Republic of Indonesia;
Have agreed as follows:

**Article I
Definitions**

For the purposes of this Agreement:

- (a) "Government" means the Government of the Republic of Indonesia;
- (b) "OECD" means the Organisation for Economic Co-operation and Development;
- (c) "OECD Country Office" means the OECD office established in Jakarta, Republic of Indonesia;

- (d) "Officials of the OECD" means all OECD staff, the Secretary-General and other members of the OECD senior management, appointed by the OECD to be assigned to or on mission to Indonesia, as notified to the Government from time to time;
- (e) "Dependents" means husband or wife and dependent child or children under the age of eighteen years old of the Officials of the OECD who are notified from time to time to the Government;
- (f) "Premises of the OECD Country Office" means buildings or parts thereof (including the land ancillary thereto), used for the official purposes of the OECD Country Office;
- (g) "Property of the OECD" means all property including income, funds and assets, belonging to the OECD or held or administered by the OECD or on its behalf and in particular property acquired or used in order to allow the OECD Country Office to carry out its activities;
- (h) "Archives of the OECD" means all records and correspondence, documents and other material, including tapes and films, sound recordings, computer software and written material, video tapes and discs or support storing any information or material belonging to or held by the OECD or on its behalf;
- (i) "Experts" means persons other than those mentioned in paragraph d) of this Article, who are appointed by the OECD to carry out missions for the OECD.

Article II Objectives

The main objective of this Agreement is to facilitate the establishment of an OECD Country Office in the Republic of Indonesia to promote and to ensure effective implementation and management of co-operative activities between the Parties. The OECD Country Office shall provide support to OECD events taking place in the Republic of Indonesia.

Article III Legal Status

The OECD shall have legal capacity under Indonesian laws and regulations for the effective fulfillment of its mandate, in particular to allow the OECD to be party to contracts, to open bank accounts and to acquire or dispose of movable or immovable property and to be party to legal proceedings.

Article IV
Inviolability of the OECD and its Country Office

1. The OECD, its property and assets, wherever located in the territory of the Republic of Indonesia and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case it has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.
2. The OECD Country Office's facilities, their furnishing and other assets therein, as well as the means of transport used by it, wherever located and by whomsoever held, shall be immune from search, requisition, attachment, execution, expropriation or any other form of interference whether by administrative, judicial or legislative action.
3. The Premises of the OECD Country Office as well as other premises utilised by the OECD for the duration of a meeting convened by the OECD, shall be inviolable and shall be under its exclusive control and authority.
4. The Archives of the OECD, in particular those held at the OECD Country Office, including multimedia support, either in conventional or in digital form, and more generally all documents belonging to it or held by it, shall be inviolable at any time, wherever they may be in the Republic of Indonesia.
5. The OECD shall prevent the Premises of the OECD Country Office, as well as other premises utilised by the OECD for the duration of a meeting convened by the OECD, from becoming a refuge for persons seeking to avoid arrest or service of legal process under the laws and regulations of the Republic of Indonesia.

Article V
Financial Facilities

1. The OECD may at all time hold currency of any kind and operate accounts in any currency.
2. The OECD may freely transfer its funds within, into and out of the territory of the Republic of Indonesia and convert any currency held by it into any other currency.

Article VI
TaxExemption

1. The OECD is exempted from Income Tax and/or Value Added Tax or Value Added Tax and Sales Tax on Luxury Goods and from liability for the collection of withholding of any tax on its operations, transactions, and activities.

2. The OECD is exempted from custom duties and Value Added Tax or Value Added Tax and Sales Tax on Luxury Goods on products, property, material and equipment imported into or acquired in the Republic of Indonesia by or for the OECD in connection with its official duties.
3. Salaries and other emoluments paid by the OECD to the Officials of the OECD who are non-nationals of the Republic of Indonesia in respect of services rendered to the OECD are exempted from Income Tax.
4. The OECD shall not claim exemptions from charges for public utility services provided that such charges are non-discriminatory and generally paid by other international organisations in the Republic of Indonesia.
5. Tax exemption for the OECD as mentioned in paragraphs 1, 2 and 3 above shall be provided in accordance with the prevailing tax laws and regulations of the Republic of Indonesia, as long as the OECD does not conduct any business or other activities which generate and/or receive income in the Republic of Indonesia.
6. In line with the purpose of administering tax or exemption of Income Tax and/or custom duties and/or Value Added Tax or Value Added Tax and Sales Tax on Luxury Goods, the OECD shall provide information to the Government that is foreseeably relevant to the administration and enforcement of the Indonesian tax laws and regulations, including but not limited to data and information regarding the payment to a third party, either individual or corporation.

Article VII Communication

1. The OECD shall enjoy, for its official communications, treatment not less favorable than that accorded by the Government of the Republic of Indonesia to any international organisation in the matter of priorities, on mails, cables, telegrams, radiograms, telefaxes, telephone, electronic communications and other communications. The official correspondence of the OECD shall be inviolable.
2. The OECD shall enjoy the right, for its communications, to use codes and to send and receive correspondence and other papers and documents by courier.

Article VIII Services

The Government of the Republic of Indonesia shall undertake to assist the OECD Country Office in obtaining and making available essential public services. The OECD shall bear the cost of the services.

Article IX Transit and Residence

1. In accordance with its laws and regulations, the Government shall facilitate the entry into or departure from the Republic of Indonesia of persons exercising official functions at the OECD Country Office, invited by it to exercise official functions at the OECD Country Office or attending OECD events organised in the Republic of Indonesia.
2. Officials of the OECD who will be assigned to the OECD Country Office and their Dependents shall obtain appropriate entry visas from the Missions of the Republic of Indonesia prior to their entry.
3. Officials and Experts of the OECD who are assigned on a temporary mission to the OECD Country Office, shall obtain appropriate entry visas from the Missions of the Republic of Indonesia prior to their entry or upon their arrival.
4. The visas shall be granted by the Government to persons in transit or residence in accordance with their official functions or missions, without prejudice to the national security of the Republic of Indonesia and in accordance with the laws and regulations of the Republic of Indonesia.
5. In accordance with the prevailing laws and regulations in Indonesia, visas for the Officials of the OECD and their Dependents mentioned in paragraph 2 of this Article shall be issued in a timely manner and free of charge.

Article X Privileges and Immunities

1. Officials of the OECD assigned to the OECD Country Office, who are not Indonesian nationals, shall enjoy:
 - (a) facilitation of clearance and issuance, free of charge, of visas and relevant authorisation when and where necessary, for themselves and their Dependents;
 - (b) privilege of maintaining foreign currency and Indonesian Rupiah accounts for managing their affairs in Indonesia;
 - (c) emergency evacuation in time of national emergency for themselves and their Dependents equivalent to that accorded to the personnel of similar international organisations in Indonesia;
 - (d) exemption from customs duties on imported furniture and personal effects at the time of taking up their assignment in the Republic of Indonesia equivalent to that accorded to the personnel of similar international organisations in Indonesia, which shall be carried out in accordance with the prevailing laws and regulations of the Republic of Indonesia.

2. Officials of the OECD assigned to the OECD Country Office or carrying out a mission for the OECD in the Republic of Indonesia shall:
 - (a) not be liable to any form of arrest or detention for acts performed in their official capacity and from seizure of their baggage and other belongings;
 - (b) enjoy immunity from legal process for words spoken or written and acts performed in their official capacity and mandate; they shall continue to be so immune after completion of their functions as Officials of the OECD in relation to words spoken or written or acts performed in such previous capacity and mandate.
3. The privileges and immunities are granted in the interest of the OECD and not for personal benefit of individuals. The Secretary-General of the OECD shall have the right and duty to waive any immunity accorded to the OECD, without prejudice to the objectives of this Agreement, in any case where in his/her opinion the immunity would impede the course of justice and can be waived without prejudice to the interests of the Organisation.
4. Without prejudice to their privileges and immunities provided for in this Agreement, it is the responsibility of the OECD and all persons enjoying such privileges and immunities to adhere to the laws and regulations of Indonesia.
5. The OECD shall co-operate at all times with the Government to facilitate the proper administration of justice and prevent the occurrence of any abuse in connection with the privileges, immunities, exemptions and facilities mentioned in this Agreement.

Article XI Security of the Host Country

1. Nothing in this Agreement shall affect the right of the Government to apply appropriate safeguard in the interest of its security. If any such measure is considered necessary, the Government shall contact the OECD Country Office to jointly decide on the appropriate measures to protect the interests of the OECD Country Office.
2. The OECD Country Office shall cooperate with the Government to ensure that the activities of the OECD Country Office will not prejudice the security of the host country.

Article XII Settlement of Dispute

Any dispute arising out of the interpretation and/or implementation of this Agreement shall be settled amicably through consultation or negotiation between the Parties.

Article XIII Amendment

1. This Agreement may be amended at any time through mutual written consent of the Parties. Such amendment shall come into effect on such date as may be determined by the Parties.
2. The Parties may enter into any supplementary agreements as may be necessary within the scope of this Agreement.

Article XIV Entry into Force and Termination

1. This Agreement shall enter into force on the date on which the last Party shall have informed the other Party of the completion, for its entry into force, of its internal requirements in the case of the OECD, or its constitutional requirements in the case of the Republic of Indonesia.
2. Either Party may terminate this Agreement at any time by giving three months' notice in writing to the other Party of its intention to terminate it. The Parties shall be bound by the terms of and their obligation under this Agreement until the expiration of the three months' notice period.

In witness whereof, the undersigned being duly authorised thereto, have signed this Agreement.

Done in duplicate in St Petersburg, Russia on thisday of September in the year 2013 in the Indonesian, English, and French languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of the Republic of
Indonesia



Muhamad Chatib BASRI
Minister of Finance

For the Organisation for Economic
Co-operation and Development



Angel GURRÍA
Secretary-General