

AGREEMENT  
CONCERNING

PAYMENT OF FINANCIAL AID, PROVIDED BY THE  
GOVERNMENT OF SWITZERLAND

Between

SWISS AGENCY FOR DEVELOPMENT AND CO-OPERATION (SDC)

AND

PT. BANK RAKYAT INDONESIA (Persero) Tbk.

This Agreement for Payment of Financial Aid (the "Agreement") is dated March 07, 2005 and is made among:

PT. BANK RAKYAT INDONESIA (Persero) Tbk, having domicile at Jalan Jendral Sudirman number 44-46 Jakarta Pusat, Indonesia, represented by Triyana, General Manager of International Division, in this regard acting in his above-mentioned capacity representing the Board of Directors of PT. BANK RAKYAT INDONESIA (PERSERO) Tbk pursuant to the Articles of Association of the company and its amendments, the most recently was published in the State Gazette of the Republic of Indonesia number 88 dated November 4, 2003, Supplement number 11053, has the authority to act for and on behalf of PT. BANK RAKYAT INDONESIA (PERSERO) Tbk, hereinafter referred to as **BRI**.

And

The Swiss Agency for Development and Cooperation (SDC), represented by the Country Director, Daniel Beyeler, stationed in Banda Aceh in the Republic of Indonesia, holder of Diplomatic Passport No **H0004683**, hereinafter referred to as **SDC**.

#### **Agreement Subject:**

1. This Agreement is aimed to make a one-fold payment of financial aid to the Hosts, hosting victims of Tsunami flood, which was occurred on December 26<sup>th</sup> 2004 in the Area of Banda Aceh – Indonesia.
2. SDC will provide the financial aid for the Host, and BRI undertakes to distribute the payment of financial aid from SDC as described in the beneficiary list, through BRI's Local Branches.

#### **Definition**

"**BRI**" means BRI head office.

"**BRI's local branch**" means BRI offices which could be branch offices, sub-branch (Kantor Cabang Pembantu) Offices or BRI unit offices.

"**Host(s)**" means the representatives of the household or family which hosting victims of Tsunami flood, which was occurred on December 26<sup>th</sup> 2004 in the Area of Banda Aceh – Indonesia.

"**Beneficiary(ies)**" means hosts who eligible for financial aid as specified by SDC.

"**Financial aid**" means the financial aid from The Swiss Government.

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### Article 1

The BRI shall make the payment of financial aid to the beneficiaries indicated on the beneficiary list provided by SDC.

### Article 2

The payment of the financial aid shall be made directly to the beneficiaries at the BRI local branch in the village of residence, according to the SDC beneficiary list containing data on the beneficiaries (name, surname, National ID Card No, Date of birth, address) and account number with BRI (if any). SDC will deliver the beneficiaries lists ten working days before the scheduled payment to the beneficiaries.

The respective BRI local Branch must provide the respective amount to the beneficiary during the timeframe agreed on between the BRI and SDC.

### Article 3

SDC transfers the money for the payments in advance according to the foreseen timeframe to the account of the BRI, **Account No 2000191071661** with Wachovia Bank New York under advice to BRI for account of SDC USD account with BRI. BRI will convert the fund into the IDR and make the payments to the beneficiaries as per SDC instruction. The conversion rate from USD to IDR or vice versa is subject to the BRI counter rate at the time of conversion.

### Article 4

With regard to the article 3, SDC will open USD and IDR accounts with BRI. The term and conditions of the accounts are subject to the BRI terms and conditions of the respective accounts.

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## Article 5

All Bank officers of the BRI local branch are requested to compare the name, surname, National ID Card No., Date of birth and address of the beneficiaries in accordance with the list provided by SDC.

Upon payment, the BRI local branch will ensure that the payee will sign the list upon receipt, both with his signature and writing by hand the amount that he received (in full), and then the BRI local branch Officer will confirm the data with a signature and or any other means according to BRI bank procedure, e.g. finger print. The BRI local branch provide copies of these payment lists to SDC on weekly period.

If the payment credited directly to the beneficiaries account with BRI, the beneficiaries' signature and or finger print and the hand writing are not required.

Any payments to not eligible persons according to the SDC beneficiary list will be charged to the bank's expense.

## Article 6

SDC shall specify the IDR amount to be distributed to the beneficiaries. The one-fold amount must be fully paid to the beneficiary, without any reduction for other purposes e.g. taxes, bank fees, commission, etc.

## Article 7

Payments by the BRI local branch will be made according to the schedules, coordinated by the BRI local branch and with SDC. Payments will be made on banking working days.

## Article 8

If payments can not be paid to beneficiaries, the BRI local branch shall make a final set-off (after end of the regular payment) and inform SDC. This amount will be transferred back to the SDC account with BRI.

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### **Article 9**

For the performed service ( beneficiaries-payment, control and establishing payment list) SDC pays the BRI an amount 1% of the whole sum paid to the beneficiaries, according to the payment lists provided in return by the BRI. The BRI will prepare pro forma invoices for these payments to SDC.

### **Article 10**

The BRI and BRI local branches do not bear any responsibilities for errors in the documents/lists, established and provided by SDC.

### **Article 11**

Any dispute concerning this agreement , which cannot be amicably settled by the contracting parties, shall be resolved in Central Jakarta District Court (Pengadilan Negeri Jakarta Pusat).

### **Article 12**

This agreement is a basic document for further agreements between the sub-departmental structures of the BRI.

The agreement shall enter into force on the day of its signing and expire after the completion of all the rights and obligations of the parties as described in this agreement.

### **Article 13**

Any modification and amendment of the present contract shall be made in writing with the consensus of both parties.



#### Article 14

In the event of default by the BRI in the fulfillment of its obligations under the present arrangement, SDC may cancel the agreement unilaterally. In this case the BRI has to transfer the amount, remaining unpaid to the beneficiary to the account of SDC at BRI Jakarta Special Branch Account No. 0206-01-002193-30-0 for IDR and or 0206-02-000458-30-2.

#### Article 15

The agreement is drawn up into two identical copies, one for each party, in English languages.

Concluded on March 07, 2005 between:

**Swiss Agency for Development  
and Co-operation**  
Country Director Indonesia

  
Daniel Beyeler

**PT. Bank Rakyat Indonesia Tbk**

GM. of International Division

  
Triyana