



KEPUTUSAN PRESIDEN REPUBLIK INDONESIA
NOMOR 25 TAHUN 1996
TENTANG
PENGESAHAN AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF INDONESIA AND THE GOVERNMENT OF THE REPUBLIC OF POLAND
RELATING TO SCHEDULE AIR TRANSPORT

PRESIDEN REPUBLIK INDONESIA,

- Menimbang : a. bahwa di Jakarta, pada tanggal 13 Desember 1991 Pemerintah Republik Indonesia telah menandatangani Air Transport Agreement between the Government of the Republic of Indonesia and the Government of the Republic of Poland relating to Schedule Air Transport, sebagai hasil perundingan antara Delegasi-delegasi Pemerintah Republik Indonesia dan Pemerintah Republik Polandia ;
- b. bahwa sehubungan dengan itu, dan sesuai dengan Amanat Presiden Republik Indonesia kepada Ketua Dewan Perwakilan Rakyat Nomor 2826/HK/1960 tanggal 22 Agustus 1960 tentang Pembuatan Perjanjian-perjanjian dengan Negara Lain, dipandang perlu untuk mengesahkan Agreement tersebut dengan Keputusan Presiden;

Mengingat : Pasal 4 ayat (1) dan Pasal 11 Undang-Undang Dasar 1945

MEMUTUSKAN:

Menetapkan: KEPUTUSAN PRESIDEN TENTANG PENGESAHAN AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDONESIA AND THE GOVERNMENT OF THE REPUBLIC OF POLAND RELATING TO SCHEDULE AIR TRANSPORT.

Pasal 1

Mengesahkan Air Transport Agreement between the Government of the Republic of Indonesia and the Government of the Republic of Poland relating to Schedule Air Transport, yang telah ditandatangani Pemerintah Republik Indonesia di Jakarta, pada tanggal 13 Desember 1991, sebagai hasil perundingan antara Delegasi-delegasi Pemerintah Republik Indonesia dan Pemerintah Republik Polandia, yang salinan naskah aslinya dalam bahasa Inggris sebagaimana terlampir pada Keputusan Presiden ini.

Pasal 2

Keputusan Presiden ini mulai berlaku pada tanggal ditetapkan.

Agar setiap orang mengetahuinya, memerintahkan pengundangan Keputusan Presiden ini dengan penempatannya dalam Lembaran Negara Republik Indonesia.

Ditetapkan di Jakarta
pada tanggal 19 Maret 1996
PRESIDEN REPUBLIK INDONESIA

ttd

SOEHARTO

Diundangkan di Jakarta
pada tanggal 19 Maret 1996
MENTERI NEGARA SEKRETARIS NEGARA
REPUBLIK INDONESIA

ttd

MOERDIONO

AIR TRANSPORT AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDONESIA AND
THE GOVERNMENT OF THE REPUBLIC OF POLAND
RELATING TO SCHEDULE AIR TRANSPORT

The Government of the Republic of Indonesia and the Government of the Republic of Poland hereinafter called "the Contracting Parties";
desiring to promote the mutual relations in the area of civil aviation;
have agreed as follows:

Article 1

DEFINITIONS

For the purpose of this Agreement and of the Annex thereto:

- a. the term "aeronautical authorities" means in the case of the Government of the Republic of Indonesia, the Minister of Communications and any person or body authorized to perform functions at present exercised by the said Minister or similar functions, and in the case of the Government of the Republic of Poland the Minister of Transport and Maritime Economy and any person or body authorized to perform function at present exercised by the said Minister or similar functions
- b. the term "designated airline" shall mean an airline which has been designated for the purpose of operating the agreed services on the routes specified in the Annex to this Agreement and which has obtained the operating authorization, in accordance with the provisions of Article 3 of this Agreement.
- c. the term "territory" means the territory of the Republic of Indonesia and the Republic of Poland as define in theirs laws and the adjacent areas over which the Republic of Indonesia and the Republic of Poland have sovereignty, sovereign rights or jurisdiction in accordance with the international law.

Article 2

TRAFFIC RIGHTS

- 1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the Annex thereto. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively.

2. The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:
 - a. to fly without landing across the territory of the other Contracting Party,
 - b. to make stops in the said territory for non traffic purposes,
 - c. to take on and to put down in international traffic passengers, mail and cargo at the specified points on the specified routes, subject to the provisions of this Agreement and the Annex thereto.

Article 3

OPERATING AUTHORIZATIONS

1. Each Contracting Party shall have the right to designate an airline for the purpose of operating the agreed services on the specified routes. This designation shall be notified by the aeronautical authorities of one Contracting Party to the aeronautical authorities of the other Contracting Party.
2. The Contracting Party having received the notification of designation shall, subject to the provisions of paragraph 3 and 4 of this Article, without delay grant the appropriate operating authorization to the airline designated by the other Contracting Party. The granted operating authorization shall not be transferred or transmitted to another airline without consent of this Contracting Party which granted such authorization.
3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operations of international air services by such authorities in conformity with the provisions of the Convention on International Civil Aviation opened for signature at Chicago on 7th December 1944, with the later amendments thereto
4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this Article or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 of this Agreement, if the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.
5. When a designated airline has been so authorized under paragraph 2 of this Article, it may begin at any time to operate each agreed service provided that a tariff established in accordance with the provision of Article 9 of this Agreement is in force in respect of that service.

Article 4
SUSPENSION AND REVOCATION

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement by an airline designated by the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of these rights :
 - a. in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party, or
 - b. in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
 - c. in case the airline fails to operate in accordance with the conditions prescribed in this Agreement and the Annex thereto.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringement of laws or regulations such right shall be exercised only after consultation with the other Contracting party.

Article 5
CAPACITY PROVISIONS

1. The airlines designated by the Contracting Parties for the purpose of operating the agreed services shall provide capacity adequate to meet the current and reasonably anticipated requirements for the international carriage on these services.
2. If the national regulations of a contracting Party so require the agreement, which may be concluded between the designated airlines for the purpose of operating the agreed services, shall be subject to the approval of the aeronautical authorities of the said Contracting Party.

Article 6
EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft engaged in international services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided this

aircraft is re-exported and such equipment, supplies and stores remain on board this aircraft up to such time as they are re-exported .

2. There shall also be exempt from the same duties, fees and taxes with the exception of charges corresponding to the performed service:
 - a. aircraft stores taken in the territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and destined for use on board outbound aircraft operated on an international service by the designated airline of the other Contracting Party.
 - b. spare parts and regular equipment entered into the territory of one of the Contracting Parties and destined for the maintenance or repair of aircraft engaged in an international service by the designated airline of the other Contracting Party.
 - c. fuel and lubricants destined to supply aircraft engaged in an international service by the designated airline of the other Contracting Party even when these supplies are to be used on the part of the flight performed over the territory of the Contracting Party in which they are taken on board.
3. If national laws or regulations of either Contracting Party so require material referred to in paragraph 1 and 2 of this Article shall be kept under customs control of the said Contracting Party.
4. The regular airborne equipment, as well as the materials and supplies retained on board of the aircraft operated by the designated airline of either Contracting Party may be unload in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of with the consent of the same authorities.

Article 7 DIRECT TRANSIT TRAFFIC

Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 8 APPLICATION OF LAWS

1. The laws and regulations of each Contracting Party governing the admission to, remaining in and departure from its territory of aircraft engaged in international

navigation and operation and navigation of aircraft while within the limits of its territory, shall also be applied to the aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of each Contracting Party governing the admission to, remaining in and departure from its territory of passengers, crews, mail and cargo transported on board of aircraft and in particular these regarding passports, customs and sanitary control shall be applied to passengers, crews, mail and cargo taken on board of the aircraft of the designated airline of the other Contracting Party.

Article 9

TARIFFS

1. The tariffs to be charged by the designated airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit and the tariffs of other airlines.
2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over whole or part of the route. Such agreement shall, where possible, be reached through the rate-fixing machinery established by the International Air Transport Association.
3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least forty-five days before the proposed date of their introduction, In special cases, this time limit may be reduced, subject to the agreement of the said authorities.
4. If the designated airline cannot agree on any of these tariffs or if for some reason a tariffs cannot be fixed in accordance with the provision of paragraph 2 of this Article or if during the first thirty days of the forty-five days period referred to in paragraph 3 of this Article the aeronautical authorities of one Contracting Party give the aeronautical authorities of other Contracting Party notice of their dissatisfaction with any tariff agreed in accordance with the provision of paragraph 2 of this Article, the aeronautical authorities of both Contracting Parties shall try to determine the tariff by agreement between themselves.
5. No tariff shall come into force if the aeronautical authorities of the Contracting Parties have not approved it.

6. The tariff established in accordance with the provision of this Article shall remain in force until new tariffs have been established in accordance with provision of this Article.

Article 10 FINANCIAL PROVISION

1. Accounts payments between the designated airlines shall be settled in conformity with the provision of the payment agreement being in force between both countries and in conformity with currency regulations being in force on their territories.
In the absence of the appropriate provision of payment agreement, the above mentioned accounts and payments shall be settled in convertible currency.
2. Each Contracting Party exempts receipts coming from the operation of aircraft in international traffic by the designated airline from any taxes, charges from profits as well as from other financial charges.

Article 11 REPRESENTATIONS

The designated airlines shall have the right to maintain on the territory of the other Contracting Party their representation with the necessary personel to operate the agreed air services.

Article 12 CONSULTATIONS

In a spirit on close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provision of this Agreement and the Annex thereto.

Articlen 13 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreemeent, the Contracting Parties shall in the first place endeavour to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation they may agree to refer the dispute for decision to some person or body, or the dispute may at the request of either Contracting Party be submitted for the decision to a tribunal of

three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.

3. The Contracting parties undertake to comply with any decision given under paragraph 2 of this Article.

Article 14 AVIATION SECURITY

1. The Contracting Parties reaffirm their rights and obligations under international law, including the Convention on International Civil aviation, signed at Chicago on 7 December 1944, and including the Convention on Offences and Certain Other Acts committed on board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, and Convention for the Suppression of Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971. The Contracting Parties affirm that their obligations to protect the security of civil aviation against acts of unlawful interference form an integral part of their mutual relations under the present Agreement.
2. The Contracting Parties shall provide upon request all possible assistance to each other to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities and any other threat to aviation security.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security standards established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security standards are applicable to the Contracting Parties; and require that operators of aircraft of their registry or operators who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory, act in conformity with such aviation security standards.

4. Each Contracting Party agrees that its airline(s) may be required to observe the aviation security standards referred to in paragraph 3 required by the other Contracting Party, for entrance into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry on items, and to carry out appropriate checks on crew, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also act favourably upon, any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occur, the Contracting parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

Article 15

EXCHANGE OF STATISTICAL DATA

The aeronautical authority of either Contracting Party shall supply to the aeronautical authority of the other Contracting Party upon their request such periodics or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the Contracting Parties.

Article 16

MODIFICATION

1. Either Contracting Party may in any time propose to the other Contracting Party any amendment it considers desirable to bring to this Agreement. The consultation between the Contracting Parties concerning the proposed amendments shall begin within a period sixty days from the date of the presentation of the request for such consultation by one Contracting Party.
2. If either Contracting Party considers it desirable to amend the Annex to this Agreement, the aeronautical authorities of both Contracting Parties may agree upon any such amendment.

3. Any amendments to this Agreement or its Annex pursuant to paragraph 1 or 2 of this Article shall come into effects when confirmed by an exchange of notes between the Contracting Parties.

Article 17

TERMINATION

This Agreement is concluded for indefinite time.

Either Contracting Party may at any time denounce it by notification. In such a case this Agreement shall terminate twelve months after the date of receipt of notification by the other Contracting Party.

Article 18

REGISTRATION

This Agreement shall be registered with International Civil Aviation Organization.

Article 19

TITLES

Titles to the Articles in this Agreement are for convenience of reference only and shall not in any way affect the interpretation of the Article.

Article 20

ENTRY INTO FORCE

This Agreement shall apply provisionally on the date of signature and definitively enter into force as soon as both Contracting Parties give written notification to each other by exchange of diplomatic notes that their respective constitutional requirements for definite entry into force have been fulfilled.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done in duplicate at Jakarta this 13th day of December 1991 in the english language.

FOR THE GOVERNMENT OF
THE REPUBLIC OF INDONESIA

FOR THE GOVERNMENT OF
THE REPUBLIC OF POLAND

ttd.

ttd.

ANNEX

Section I

Routes to be served by the designated airlines of the Republic of Indonesia in both directions:

points in Indonesia - 2 points in South East Asia - 2 points in Asia Sub Continent including Sri Lanka - 2 points in Middle East - 2 points in Europe - Warsaw - 2 points beyond.

Section II

Routes to be served by the designated airlines of the Republic Poland in both directions:

points in Poland - 1 point in Europe - 2 points in Middle East - 2 points in Asia Sub Continent including Sri Lanka - 3 points in South East Asia - Jakarta - 2 points beyond.

Section III

The designated airline of either Contracting Party may, on any or all flights, omit calling at any of the above points, provided that the agreed services on this route start and terminate in the territory of that Contracting Party.

Section IV

Intermediate points and points beyond will be agreed by both designated airlines and are subject to aeronautical authorities.

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