

**No. 8155**

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**INDONESIA  
and  
JAPAN**

**Agreement for air services (with schedule). Signed at Tokyo,  
on 23 January 1962**

*Official text: English.*

*Registered by the International Civil Aviation Organisation on 15 March 1966.*

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**INDONÉSIE  
et  
JAPON**

**Accord relatif aux services aériens (avec tableau). Signé à  
Tokyo, le 23 janvier 1962**

*Texte officiel anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 15 mars 1966.*

No. 8155. AGREEMENT<sup>1</sup> BETWEEN THE REPUBLIC OF INDONESIA AND JAPAN FOR AIR SERVICES. SIGNED AT TOKYO, ON 23 JANUARY 1962

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The Government of the Republic of Indonesia and the Government of Japan,

Desiring to conclude an agreement for the purpose of establishing and operating air services between and beyond their respective territories,

Being parties to the Convention on International Civil Aviation signed at Chicago on December 7, 1944<sup>2</sup> (hereinafter called "the Convention"),

Have agreed as follows :

*Article 1*

(1) For the purpose of the present Agreement, unless the context otherwise requires :

- (a) the term "aeronautical authorities" means, in the case of the Republic of Indonesia, the Minister of Air Communications and any person or body authorised to perform any functions on civil aviation exercised by the said Minister or similar functions, and in the case of Japan, the Minister of Transportation and any person or body authorised to perform any functions on civil aviation exercised by the said Minister or similar functions;
- (b) the term "designated airline" means an airline which one Contracting Party has designated by written notification to the other Contracting Party for the operation of air services on the routes specified in such notification, and to which the appropriate operating permission has been given by that other Contracting Party, in accordance with the provisions of Article 3 of the present Agreement;
- (c) the term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, cargo or mail;
- (d) the term "international air service" means an air service which passes through the air space over the territory of more than one State;

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<sup>1</sup> Came into force on 3 September 1963, the date of an exchange of diplomatic notes signifying the approval of the Agreement by both Contracting Parties pursuant to their legal procedures, in accordance with article 17.

<sup>2</sup> See footnote 2, p. 68 of this volume.

- (e) the term “ airline ” means any air transport enterprise offering or operating an international air service;
- (f) the term “ stop for non traffic purposes ” means a landing for any purpose other than taking on or discharging passengers, cargo or mail;
- (g) the term “ Schedule ” means the Schedule to the present Agreement or as amended in accordance with the provisions of Article 13 of the present Agreement.

(2) The Schedule forms an intergal part of the present Agreement and all reference to the “ Agreement ” shall include reference to the Schedule except where otherwise provided.

### *Article 2*

(1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement to enable its designated airline to establish and operate international air services on the routes specified in the Schedule<sup>1</sup> (hereinafter called “ agreed services ” and “ specified routes ” respectively).

(2) Subject to the provisions of the present Agreement, the designated airline of each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges :

- (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; and
- (c) to make stops in the said territory at the points specified for that route in the Schedule for the purposes of discharging and of taking on international traffic in passengers, cargo or mail.

(3) Nothing in paragraph (2) of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

(4) Notwithstanding the provisions of paragraphs (1) and (2) of this Article, either Contracting Party may, subject to the provisions of Article 9 of the Convention, restrict or prohibit the aircraft of the designated airline of the other Contracting Party from flying over areas of hostilities or military occupation in its territory, or over areas affected thereby.

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<sup>1</sup> See p. 92 of this volume.

*Article 3*

(1) The agreed services on any specified route may be inaugurated immediately or at a later date at the option of the Contracting Party to which the rights are granted under the provisions of paragraph (1) of Article 2 of the present Agreement, subject to the provisions of Article 9 of the present Agreement, and not before :

- (a) the Contracting Party to which the rights have been granted has designated an airline for that route, and
- (b) the Contracting Party granting the rights has given the appropriate operating permission to the airline concerned; which it shall, subject to the provisions of paragraph (2) of this Article and of paragraph (1) of Article 5, be bound to grant without delay.

(2) An airline designated by either Contracting Party may be required to satisfy the aeronautical authorities of the other Contracting Party that it is qualified to fulfil the conditions prescribed by the laws and regulations normally and reasonably applied by those authorities to the operation of international air services.

*Article 4*

(1) The charges which either of the Contracting Parties may impose, or permit to be imposed, on the designated airline of the other Contracting Party for the use of airports and other facilities under its control shall be just and reasonable and not higher than would be paid for the use of such airports and facilities by the airlines of the most favoured nation or by any national airline of the first Contracting Party engaged in international air services.

(2) (a) In respect of customs duties, inspection fees and similar national or local duties or charges on fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party or taken on board aircraft in that territory, by or on behalf of the designated airline of the other Contracting Party and intended solely for use by or in the aircraft of that airline, the designated airline of the second Contracting Party shall, subject to compliance with normal customs regulations, be accorded, in addition to the treatment prescribed in Article 24 of the Convention, treatment not less favourable than that granted by the first Contracting Party to the airlines of the most favoured nation or to its national airlines engaged in international air services.

(b) Neither Contracting Party shall, however, be obliged to grant to the designated airline of the other Contracting Party exemption or remission of the duties or charges in question to the designated airline of the first Contracting Party.

### *Article 5*

(1) Each Contracting Party reserves the right to withhold or revoke the privileges specified in paragraph (2) of Article 2 of the present Agreement in respect of an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise by the airline of those privileges, in any case where it is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party.

(2) Each Contracting Party reserves the right to suspend the exercise by a designated airline of the other Contracting Party of the privileges referred to in paragraph (1) above, or to impose such conditions as it may deem necessary on the exercise by the airline of those privileges, in any case where such airline fails to comply with the laws and regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of such laws and regulations, or for reasons of safety of air navigation, this right shall be exercised only after consultation with the other Contracting Party.

### *Article 6*

There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

### *Article 7*

In the operation by the designated airline of either Contracting Party of the agreed services, the interest of the designated airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

### *Article 8*

(1) The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for such services.

(2) The agreed services provided by a designated airline shall retain as their primary objective the provision at a reasonable load factor of capacity adequate to current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and discharged at points

on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to :

- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) the requirements of through airline operation; and
- (c) traffic requirements of the area through which the airline passes, after taking account of local and regional services.

#### *Article 9*

(1) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accomodation) and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.

(2) Agreement on the tariffs shall, wherever possible, be reached by the designated airlines concerned through the rate-fixing machinery of the International Air Transport Association. When this is not possible, tariffs in respect of each of the specified routes and sectors thereof shall be agreed between the designated airlines concerned. In any case the tariffs shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

(3) If the designated airlines concerned cannot agree on the tariffs, or if the aeronautical authorities of either Contracting Party do not approve the tariffs submitted to them, in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall endeavour to reach agreement on the appropriate tariffs.

(4) If the agreement under the provisions of paragraph (3) of this Article cannot be reached, the dispute shall be settled in accordance with the provisions of Article 12 of the present Agreement.

(5) No new tariff shall come into effect if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the terms of paragraph (3) of Article 12 of the present Agreement. Pending determination of the tariffs in accordance with the provisions of this Article, the tariffs already in force shall prevail.

#### *Article 10*

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at the latter's request

such periodic or other statements of statistics as may be reasonably required for the purpose of surveying the capacity provided on the agreed services by the designated airline of the first Contracting Party. Such statements shall include all information required to ascertain the amount of traffic carried by that airline on the agreed services.

#### *Article 11*

There shall be regular and frequent consultation between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

#### *Article 12*

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

(2) If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty days. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

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

#### *Article 13*

Either Contracting Party may at any time request consultation with the other Contracting Party for the purpose of amending the present Agreement, such consultation to begin within a period of sixty days from the date of receipt of any request. If the amendment relates only to the Schedule, the consultation shall be between the aeronautical authorities of both Contracting Parties. When these authorities agree on a new or revised Schedule, the agreed amendments will come into effect after they have been confirmed by an exchange of diplomatic notes.

*Article 14*

If a general multilateral convention concerning air transport comes into force in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such convention.

*Article 15*

Either of the Contracting Parties may at any time notify the other of its intention to terminate the present Agreement. A copy of the notice shall be sent simultaneously to the International Civil Aviation Organization formed by the Convention. If such notice is given, the present Agreement shall terminate one year after the date of receipt by the other Contracting Party of the notice to terminate, unless by agreement between the Contracting Parties the notice under reference is withdrawn before the expiration of that period. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen days after the date of receipt by the International Civil Aviation Organization of its copy.

*Article 16*

The present Agreement, any amendment to it and the diplomatic notes exchanged in accordance with Article 13 shall be registered with the International Civil Aviation Organization.

*Article 17*

The present Agreement shall be approved by each Contracting Party in accordance with its legal procedures, and shall enter into force on the date of exchange of diplomatic notes indicating such approval.

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

DONE in duplicate in the English language, at Tokyo, this twenty-third day of January, 1962.

For the Government of the Republic of Indonesia :  
Bambang SUGENG

For the Government of Japan :  
Zentaro KOSAKA



## SCHEDULE

1. *Route to be operated in both directions by the designated airline of the Republic of Indonesia:*

Djakarta–Manila–Hong Kong–Tokyo

*Route to be operated in both directions by the designated airline of Japan:*

Tokyo–Osaka–Fukuoka–Okinawa–Taipei–Hong Kong–Manila–Saigon and/or Bangkok–Kuala Lumpur–Singapore–Djakarta–Darwin or Perth–Sydney or Melbourne

2. The agreed services provided by the designated airline of either Contracting Party shall begin at a point in the territory of that Contracting Party, but other points on the specified route may at the option of the designated airline be omitted on any or all flights.