

No. 14074

**FEDERAL REPUBLIC OF GERMANY
and
INDONESIA**

Agreement for air services between and beyond their respective territories (with exchange of notes). Signed at Jakarta on 4 December 1969

Authentic texts: German, Indonesian and English.

Registered by the International Civil Aviation Organization on 12 June 1975.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
INDONÉSIE**

Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec échange de notes). Signé à Jakarta le 4 décembre 1969

Textes authentiques : allemand, indonésien et anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 12 juin 1975.

II. Fluglinien, die von dem seitens der Republik Indonesien bezeichneten Unternehmen betrieben werden:

¹ Abgangspunkte	² Zwischenlandepunkte	³ Punkte im Hoheitsgebiet der Bundesrepublik Deutschland	⁴ Punkte darüber hinaus
Punkte in der Republik Indonesien	Singapur oder Kuala Lumpur, Bangkok, Bombay, Karatschi, Beirut oder Kairo, Athen, Rom	Frankfurt	Punkte darüber hinaus

Das oder die von der Republik Indonesien bezeichneten Luftfahrtunternehmen können auf einem oder allen Flügen jeden der oben genannten Punkte auslassen, sofern der vereinbarte Linienverkehr auf diesen Linien von einem Punkt im Hoheitsgebiet der Republik Indonesien ausgeht.

Falls sich die Regierung der Republik Indonesien mit dem vorstehenden Fluglinienplan einverstanden erklärt, beehre ich mich vorzuschlagen, daß diese Note und die das Einverständnis Ihrer Regierung zum Ausdruck bringende Antwortnote Eurer Exzellenz eine Vereinbarung zwischen unseren Regierungen bilden sollen, die am gleichen Tage in Kraft tritt wie das eingangs erwähnte Abkommen.

Genehmigen Sie, Exzellenz, die Versicherung meiner ausgezeichnetsten Hochachtung.

[Signed — Signé]

HILMAR BASSLER

Seiner Exzellenz dem Minister für Verkehr
der Republik Indonesien

II

THE MINISTER OF COMMUNICATION OF THE REPUBLIC OF INDONESIA

Djakarta, the 4th December 1969

Excellency,

I have the honour to confirm the receipt of your note dated 4th December 1969 which reads as follows:

[See German text of note I — Voir le texte allemand de la note I]

I have the honour to inform you that the Government of the Republic of Indonesia agrees to the Route Schedule and to your proposal that your note and this note in reply thereto shall constitute an Arrangement between our Governments, to enter into force on the same date as the Air Services Agreement between the Republic of Indonesia and the Federal Republic of Germany signed on

Accept, Excellency, the assurances of my highest consideration.

[Signed — Signé]¹

His Excellency Ambassador of the
Federal Republic of Germany

¹ Signed by Seda — Signé par Seda.

AGREEMENT¹ BETWEEN THE FEDERAL REPUBLIC OF GERMANY AND THE REPUBLIC OF INDONESIA FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Federal Republic of Germany and the Republic of Indonesia

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,² and

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

Article 1. For the purpose of the present Agreement, unless the context otherwise requires:

a) the term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Article 90 or 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

b) the term “aeronautical authorities” means, in the case of the Republic of Indonesia, the Minister for Communications and any person or body authorised to perform functions of civil aviation exercised by the said Minister, and, in the case of the Federal Republic of Germany the Federal Minister of Transport and any person or body authorised to perform functions of civil aviation exercised by the said Minister;

c) the term “designated airline” means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 3 of the present Agreement, for the operation of air services on the routes specified in accordance with paragraph 3 of Article 2 of the present Agreement;

d) the term “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of such State;

e) the terms “air service”, “international air service”, “air line” and “stop for non-traffic purposes” have, for the purposes of the present Agreement, the meaning laid down in Articles 2 and 96 of the Convention as amended at present or in future.

Article 2. (1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in accordance with paragraph (3) of this Article (hereinafter called “the agreed services” and “the specified routes”).

(2) Subject to the provisions of the present Agreement, the airlines designated by 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

¹ Came into force on 1 March 1973, i.e., one month after the exchange of the instruments of ratification, which took place at Bonn on 31 January 1973, in accordance with article 15 (1) and (2).

² United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21, and vol. 893, p. 117.

c) to make stops in the said territory at the points specified for that route in the Route Schedule for the purpose of putting down and taking on passengers, mail and cargo in international traffic.

(3) The routes over which the designated airlines of the two Contracting Parties will be authorised to operate international air services shall be specified in a Route Schedule to be agreed upon in an exchange of diplomatic notes.

(4) Notwithstanding the provisions of paragraphs (1) and (2) of this Article, the operation of agreed services in areas of hostilities or military occupation or in areas affected thereby, shall, in accordance with Article 9 of the Convention, be subject to the approval of the competent military authorities.

Article 3. (1) Each Contracting Party shall designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.

(2) On receipt of the designation, the other Contracting Party shall subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorisation.

(3) The aeronautical authorities of each 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 and reasonably applied by them in conformity with the provisions of the Convention for the operation of international commercial air services.

(4) Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the privileges specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges 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 the Contracting Party designating the airline.

(5) At any time after the provisions of paragraphs (1) and (2) of this Article and of paragraph (1) of Article 8 have been complied with, an airline so designated and authorised may begin to operate the agreed services, provided that a service shall not be operated unless a tariff is in force in respect of it established in accordance with the provisions of Article 7 of the present Agreement.

(6) Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise by an airline of the privileges specified in paragraph (2) of Article 2 of the present Agreement, or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges in any case where the 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 revocation, suspension, or imposition of the conditions is essential to prevent further infringements of laws or regulations this right shall be exercised only after consultation with the other Contracting Party.

Article 4. The charges imposed in the territory of either Contracting Party for the use of airports and other aviation facilities by the aircraft of a designated airline of the other Contracting Party shall not be higher than those paid by aircraft of a national airline engaged in similar international air services.

Article 5. (1) Aircraft operated by a designated airline of either Contracting Party and entering, departing again from, or flying across the territory of the other Contracting

Party, as well as fuel, lubricants, spare parts, regular equipment and aircraft stores on board such aircraft, shall be exempt from customs duties and other charges levied on the occasion of importation, exportation or transit of goods. This shall also apply to goods on board the aircraft consumed during the flight across the territory of the latter Contracting Party.

(2) Fuel, lubricants, aircraft stores, spare parts and regular equipment, temporarily imported into the territory of either Contracting Party, there to be immediately or after storage installed in or otherwise taken on board the aircraft of a designated airline of the other Contracting Party, or to be otherwise exported again from the territory of the former Contracting Party, shall be exempt from the customs duties and other charges mentioned in paragraph (1) of this Article.

(3) Fuel and lubricants taken on board the aircraft of a designated airline of either Contracting Party in the territory of the other Contracting Party and used in international air services, shall be exempt from the customs duties and other charges mentioned in paragraph (1) of this Article, as well as from any other special consumption charges, provided that formal customs regulations are complied with.

(4) Each Contracting Party may keep the goods mentioned in paragraphs (1) to (3) of this Article under customs supervision or control.

(5) In so far as no duties or other charges are imposed on goods mentioned in paragraphs (1) to (3) of this Article, such goods shall not be subject to any economic prohibitions or restrictions on importation, exportation and transit that may otherwise be applicable unless such prohibition or restriction applies to all airlines including the national airlines in respect to certain items mentioned in paragraphs (1) to (3) of this Article.

(6) The treatment specified in this Article shall be in addition to and without prejudice to that which each Contracting Party is under obligation to accord under Article 24 of the Convention.

Article 6. (1) 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 and beyond their respective territories.

(2) In operating the agreed services, the airlines of each Contracting Party shall take into account the interest of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, mail and cargo originating from or destined for the territory of the Contracting Party which has designated the airlines. Provision for the carriage of passengers, mail and cargo both taken up and put down at points on the specified routes in the territories of States other than that designating the airlines shall be made in accordance with the general principles that capacity shall be related to:

- (i) the requirements of traffic to and from the territory of the Contracting Party which has designated the airlines;
- (ii) traffic requirements of the area through which the airlines pass, after taking account of other transport services established by airlines of the States comprising the area; and
- (iii) the requirements of through airline operation.

Article 7. (1) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors such as cost of operation, reasonable profit, the characteristics of the various routes and the tariffs charged by any other airlines which operate over the same routes or parts thereof. In fixing such tariffs, the provisions of the following paragraphs should be observed.

(2) The tariffs referred to in paragraph (1) of this Article, shall, if possible be agreed in respect of each of the specified routes between the designated airlines concerned, in consultation with other airlines operating over the whole or part of that route, and such agreement shall be reached through the rate fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

(3) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(4) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3), the dispute shall be settled in accordance with the provisions of Article 10 of the present Agreement.

(5) Subject to the provisions of paragraph 4 of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

(6) The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

Article 8. (1) The designated airlines shall communicate to the aeronautical authorities of both Contracting Parties not later than thirty days prior to the inauguration of air services on the routes specified in accordance with paragraph (3) of Article 2 of the present Agreement the type of service, the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes.

(2) The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic 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 first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

Article 9. (1) Exchanges of views shall take place as needed between the aeronautical authorities of the two Contracting Parties in order to achieve close cooperation and agreement in all matters pertaining to the application and interpretation of the present Agreement.

(2) Consultation may be requested at any time by either Contracting Party for the purpose of discussing amendments to the present Agreement or to the Route Schedule. The same applies to discussions concerning the interpretation and application of the present Agreement if either Contracting Party considers that an exchange of views within the meaning of paragraph (1) of this Article has been without success. Such consultation shall begin within sixty days from the date of receipt of any such request.

Article 10. (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.

(2) If the Contracting Parties fail to reach a settlement by negotiation, the dispute shall be submitted to an arbitral tribunal at the request of either Contracting Party. Such arbitral tribunal shall be established in each individual case in such a way as to comprise one member to be appointed by each Contracting Party and these two members shall then agree upon the choice of a national of a third State as their chairman, who shall be appointed by the Governments of the two Contracting Parties. The members shall be appointed 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 by such a tribunal, and the chairman shall be appointed within a further period of sixty days.

(3) 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 Civil Aviation Organisation shall be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In appointing these arbitrators the first and the second arbitrator shall not have the same nationality. The third arbitrator shall be a national of a third State and shall act as chairman of the arbitral tribunal. Where the President possesses the nationality of one of the two Contracting Parties or is otherwise prevented from carrying out this function, one of his deputies in office who has not the nationality of either Contracting Party should make the necessary appointments.

(4) The arbitral tribunal shall reach its decisions by a majority of votes. The decisions given under paragraph (3) of this Article and the decisions of the arbitral tribunal shall be binding for both Contracting Parties. Each of the Contracting Parties shall bear the expenses of its own member as well as of its representation in the proceedings at the arbitral tribunal; the expenses of the chairman and any other expenses shall be borne in equal parts by both Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

Article 11. In the event of a general multilateral air transport convention being accepted by both Contracting Parties, discussions with a view to determine the extent to which the present Agreement is terminated, superseded, amended or supplemented by the provisions of the multilateral convention, shall take place in accordance with paragraph (2) of Article 9 of the present Agreement.

Article 12. Each airline designated by either Contracting Party may maintain and employ its own personnel for its business transactions in the airports and cities in the territory of the other Contracting Party where it intends to maintain an agency. If a designated airline refrains from establishing its own organisation at airports in the territory of the other Contracting Party, it is understood that it should have its work performed, as far as possible, by the personnel of an airport or of a designated airline in the territory of the other Contracting Party.

Article 13. Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. If such notice is given, the present Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

Article 14. The present Agreement, any amendments to it and any exchange of notes under paragraph (3) of Article 2 of the present Agreement shall be communicated to the ICAO for registration by the Government of the Federal Republic of Germany.

Article 15. (1) The present Agreement shall be subject to ratification; the instruments of ratification shall be exchanged as soon as possible through diplomatic channels.

(2) This Agreement shall enter into force one month after the exchange of instruments of ratification.

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

DONE at Djakarta, the fourth day of December 1969 in six originals, two each in the German, Indonesian and English languages. The German and Indonesian texts shall be equally authentic; in case of any divergence of interpretation of the German and Indonesian texts the English text shall prevail.

For the Federal Republic of Germany:
BASSLER

For the Republic of Indonesia:
SEDA

EXCHANGE OF NOTES

I

THE AMBASSADOR OF THE FEDERAL REPUBLIC OF GERMANY

Djakarta, 4th December 1969

Excellency,

I have the honour, in implementation of paragraph (3) of Article 2 of the Air Services Agreement between the Federal Republic of Germany and the Republic of Indonesia signed in Djakarta on the 4th December 1969 to propose to you on behalf of the Government of the Federal Republic of Germany that the following Arrangement be concluded:

Air services between our respective territories may be operated over the routes specified in the following Route Schedule:

ROUTE SCHEDULE

I. Routes to be operated by airlines designated by the Federal Republic of Germany:

<i>1</i> Points of origin	<i>2</i> Intermediate points	<i>3</i> Points in the Territory of the Republic of Indonesia	<i>4</i> Points beyond
Points in the Federal Republic of Germany	Rome, Athens, Cairo or Beirut, Damascus or Teheran, Karachi, Bombay or New Delhi or Calcutta, Colombo or Ran- goon or Bangkok, Kuala Lumpur or Singapore	Djakarta or Surabaya	Points beyond

The designated airline or airlines of the Federal Republic of Germany may on any or all flights omit calling at any of the above mentioned points, provided that the agreed services on these routes begin at a point in the territory of the Federal Republic of Germany.

II. Routes to be operated by airlines designated by the Republic of Indonesia:

¹ <i>Points of origin</i>	² <i>Intermediate points</i>	³ <i>Points in the Territory of the Federal Republic of Germany</i>	⁴ <i>Points beyond</i>
Points in the Republic of Indonesia	Singapore or Kuala Lumpur, Bangkok, Bombay, Karachi, Beirut or Cairo, Ath- ens, Rome	Frankfurt	Points beyond

The designated airline or airlines of the Republic of Indonesia may on any or all flights omit calling at any of the above mentioned points, provided that the agreed services on these routes begin at a point in the territory of the Republic of Indonesia.

If the Government of the Republic of Indonesia agrees to the above Route Schedule, I have the honour to propose that the present note and your Excellency's note in reply expressing your Government's agreement shall constitute an Arrangement between our Governments, to enter into force on the same date as the Air Services Agreement mentioned above.

Accept, Excellency, the assurances of my highest consideration.

[Signed]

HILMAR BASSLER

His Excellency Minister of Communication
of the Republic of Indonesia

II

THE MINISTER OF COMMUNICATION OF THE REPUBLIC OF INDONESIA

Djakarta, the 4th December 1969

Excellency,

I have the honour to confirm the receipt of your note dated 4th December 1969 which reads as follows:

[See note I]

I have the honour to inform you that the Government of the Republic of Indonesia agrees to the Route Schedule and to your proposal that your note and this note in reply thereto shall constitute an Arrangement between our Governments, to enter into force on the same date as the Air Services Agreement between the Republic of Indonesia and the Federal Republic of Germany signed on

Accept, Excellency, the assurances of my highest consideration.

[Signed — Signé]¹

His Excellency Ambassador of the
Federal Republic of Germany

¹ Signed by Frans Seda — Signé par Frans Seda.