

No. 27478

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**FRANCE  
and  
INDONESIA**

**Agreement concerning air services between and beyond their  
respective territories (with annex). Signed at Djakarta  
on 24 November 1967**

**Exchange of letters amending the above-mentioned Agree-  
ment (with annex). Jakarta, 8 June 1989**

*Authentic texts: French and Indonesian.*

*Registered by France on 7 August 1990.*

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**FRANCE  
et  
INDONÉSIE**

**Accord relatif aux services aériens entre leurs territoires res-  
pectifs et au delà de ceux-ci (avec annexe). Signé à Dja-  
karta le 24 novembre 1967**

**Échange de lettres modifiant l'Accord susmentionné (avec  
annexe). Jakarta, 8 juin 1989**

*Textes authentiques : français et indonésien.*

*Enregistré par la France le 7 août 1990.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA CONCERNING AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the French Republic and the Government of the Republic of Indonesia, both of which are parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944<sup>2</sup> and desiring to conclude an agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond France and Indonesia,

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 7 December 1944 and includes any annex adopted under article 90 of that Convention and any amendment of the annexes or Convention under articles 90 and 94 thereof;

(b) The term “aeronautical authorities” means, in the case of the French Republic, the Secrétaire Général à l’Aviation Civile or any person or body authorized to perform the functions exercised at present by the said Secrétaire Général or similar functions, and in the case of the Republic of Indonesia, the Minister of Communications or any person or body authorized to perform the functions at present exercised by the said Minister or similar functions;

(c) The term “designated airline” means an airline which one Contracting Party shall have designated, by notice in writing to the other Contracting Party, in accordance with article 3 of the present Agreement, for the purpose of operating air services on the routes specified in such notification;

(d) The term “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, protection or trusteeship of that State;

(e) The terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in article 96 of the Convention.

*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

<sup>1</sup> Came into force on 24 November 1967 by signature, in accordance with article 13.

<sup>2</sup> 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; vol. 893, p. 117; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

routes specified in the appropriate section of the schedule annexed hereto, hereinafter referred to as “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 the agreed services, 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; and

(c) To make stops in the said territory at the points specified for that route in the schedule annexed to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

3. Nothing in paragraph 2 of this article shall be deemed to confer on the airlines of one Contracting Party the right of taking on, 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, in areas of hostilities or military occupation, or in areas affected thereby, the operation of agreed services 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 designated airline or airlines the appropriate operating 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 and reasonably applied by such authorities, in conformity with the provisions of the Convention, to the operation of international commercial air services.

4. Each Contracting Party reserves the right to refuse to accept the designation of an airline and to withhold or revoke the rights stipulated in article 2, paragraph 2, of the present Agreement, or to impose such conditions as it may deem necessary on the exercise of those rights 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 that Contracting Party.

5. At any time after the provisions of paragraphs 1 and 2 of this article have been complied with, the airline so designated and authorized may at any time begin to operate the agreed services, provided that a tariff established in accordance with the provisions of article 6 of the present Agreement is in force in respect of that service.

6. Each Contracting Party shall have the right to suspend the exercise by an airline of the rights specified in article 2, paragraph 2 of the present Agreement or to impose on the exercise of those rights by an airline any condition it may deem necessary in any case where the airline fails to comply with the laws and regulations

of the Contracting Party granting those rights 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 laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

#### *Article 4*

1. Aircraft of the designated airlines of either Contracting Party operating international air services on a specified route, together with the regular equipment, fuel, lubricants and stores (including food, beverages and tobacco) on board such aircraft, shall, on arriving in the territory of the other Contracting Party, be exempt from all customs duties, inspection fees and other similar duties and charges, provided that such supplies:

(a) Remain on board the aircraft up to such time as they leave the territory of the latter Contracting Party; or

(b) Are discharged from the aircraft with the authorization of the local customs authorities, in conformity with the provisions of paragraph 3 of this article.

2. The following shall also be exempt from the same duties and charges, with the exception of charges corresponding to the service performed:

(a) Stores, of whatever origin, taken on board in the territory of a Contracting Party, within limits fixed by the laws and regulations of the said Contracting Party, and placed on board on aircraft of the other Contracting Party engaged in an international service on a specified route;

(b) Spare parts imported into the territory of a Contracting Party for the maintenance or repair of aircraft of the other Contracting Party used in an international service on a specified route;

(c) Fuel and lubricants taken on board in the territory of a Contracting Party and intended to supply aircraft of the other Contracting Party used in an international service on a specified route, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. The regular equipment together with the supplies mentioned in paragraph 1 of this article may be unloaded only with the consent of the customs authorities of the Contracting Party concerned.

In such case, they may be placed under the supervision of the local authorities up to such time as they are re-exported or otherwise used as authorized by customs regulations.

#### *Article 5*

1. The airlines of both Contracting Parties shall enjoy fair and equal treatment in the operation of the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public in respect of air transport on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity corresponding to the 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 designated the airline. Provision for the carriage of passengers, cargo and mail both taken on and put down at points on the specified routes in the territories of States other than those which designated the airlines shall be made in accordance with the general principles that capacity shall be related to:

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

#### *Article 6*

1. On each agreed service the tariffs 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 comfort) and the tariffs of other airlines for the whole or any part of the specified route.

These tariffs shall be fixed in accordance with the following provisions of this article.

2. The tariffs referred to in paragraph 1 of this article, together with the rates of agency commission corresponding thereto, shall, if possible, be fixed, in respect of each of the specified routes, by agreement between the designated airlines concerned, in consultation with other airlines operating over the whole or part of those routes, and such agreement shall, where possible, 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 particular tariff, or if for some 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 tariffs by mutual agreement.

4. If the aeronautical authorities cannot agree on the approval of any particular tariff submitted to them under paragraph 2 of this article or on the determination of any tariff under paragraph 3 above, the dispute shall be settled in accordance with the provisions of article 9 of the present Agreement.

5. (a) Except where the provisions of article 9, paragraph 3, of the present Agreement apply, no tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it.

(b) 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 7*

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, any 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 airline or airlines of the first Contracting Party.

*Article 8*

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

*Article 9*

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 direct negotiations.

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 composed of three arbitrators, one to be designated by each Contracting Party and the third to be designated by the two so appointed. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through the diplomatic channel requesting arbitration of the dispute, and the third arbitrator shall be designated within a further period of sixty (60) days. If either Contracting Party fails to designate an arbitrator within the period specified, or if the third arbitrator is not designated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to designate, as the case requires, an arbitrator or arbitrators.

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

4. If and so long as either Contracting Party or the designated airline of either Contracting Party fails to comply with a decision given under paragraph 2 of this article, the other Contracting Party may limit, withhold or revoke any rights and privileges which it had granted under the present Agreement to the Contracting Party in default or to the designated airline or airlines of that Contracting Party in default.

*Article 10*

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement or its annex, such modification, if agreed between the aeronautical authorities of the two Contracting Parties, shall come into effect when confirmed by an exchange of notes through the diplomatic channel.

2. In the event of the conclusion of any multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such Convention.

*Article 11*

Either Contracting Party may at any time give notice to the other of its intention to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the present Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by mutual 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 (14) days after the date of receipt of the notice by the International Civil Aviation Organization.

*Article 12*

The present Agreement and any exchange of notes under article 10 shall be registered with the International Civil Aviation Organization.

*Article 13*

The present Agreement shall enter into force on the date of signature.

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

DONE at Djakarta on 24 November 1967.

(In duplicate in the French and Indonesian languages, both texts being equally authentic.)

For the Government  
of the French Republic:  
[CLAUDE CHEYSSON]

For the Government  
of the Republic of Indonesia:  
[*Illegible — Illisible*]

## ANNEX I

## ROUTE SCHEDULE

1. *French route*

From France via Athens or Tehran, Colombo, Phnom Penh, Saigon, Singapore and Kuala Lumpur towards Djakarta and beyond towards Darwin and/or Sydney, Auckland and the French Territories in the Pacific and vice versa.

2. *Indonesian route*

From Indonesia via Singapore, Kuala Lumpur, Bangkok, Bombay, Karachi, Cairo, Athens, Rome towards Paris and beyond towards Amsterdam or London and vice versa.

3. Any point mentioned on the routes defined above may be omitted on one or several services performed by any designated airline provided the said service has its point of origin or destination in the territory of the Party which has designated the airline.



## [TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC  
AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA  
CONCERNING AIR SERVICES BETWEEN AND BEYOND  
THEIR RESPECTIVE TERRITORIES.<sup>2</sup> JAKARTA, 8 JUNE 1989

## I

Jakarta, 8 June 1989

Sir,

I have the honour to refer to article 10 of the air services Agreement between the Government of the Republic of Indonesia and the Government of the French Republic, signed at Jakarta on 24 November 1967 and to the meeting held in Paris from 13 to 15 April 1988 for the purpose of amending certain provisions of the Agreement.

During this meeting, the Indonesian and French delegations agreed to replace the route schedules annexed to the air services Agreement by the following route schedules:

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<sup>1</sup> Came into force on 8 June 1989, the date of the letter in reply, in accordance with the provisions of the said letters.

<sup>2</sup> See p. 89 of this volume.

## ANNEX

## INDONESIAN ROUTE SCHEDULES

<i>Point of origin</i>	<i>Intermediate points</i>	<i>Destinations</i>	<i>Points beyond</i>
Indonesia	Singapore	Paris	Amsterdam
	Kuala Lumpur	Nice <sup>(2), (3)</sup>	London
	Colombo	or	Stockholm <sup>(1)</sup>
	Bangkok	Marseilles <sup>(2), (3)</sup>	or
	Bombay		Copenhagen <sup>(1)</sup>
	Karachi		Madrid <sup>(1)</sup>
	Abu Dhabi <sup>(1)</sup> or Dubai <sup>(1)</sup>		
	Jeddah <sup>(1)</sup>		
	a point in the Middle East <sup>(1)</sup>		
	Cairo		
	Athens		
	Rome		
	Zurich <sup>(1)</sup>		

<sup>(1)</sup> Without traffic rights between this point and points in France.

<sup>(2)</sup> Paris and Nice or Marseilles may be served by the same service.

<sup>(3)</sup> Without traffic rights between this point and any intermediate point and/or point beyond excepting only stopover rights between this point and Singapore and/or Bangkok.

## FRENCH ROUTE SCHEDULES

<i>Point of origin</i>	<i>Intermediate points</i>	<i>Destinations</i>	<i>Points beyond</i>
France	Frankfurt <sup>(1)</sup>	Jakarta	Darwin
	Athens or Tehran	Denpasar <sup>(2), (3)</sup>	Sydney
	Bahrain		Melbourne <sup>(1)</sup>
	Muscat <sup>(1)</sup>		Auckland
	Karachi		French Pacific Territories
	Malé <sup>(1)</sup> or Colombo		
	Bangkok		
	Singapore		
	Kuala Lumpur		

<sup>(1)</sup> Without traffic rights between this point and points in Indonesia.

<sup>(2)</sup> Jakarta and Denpasar may be served by the same service.

<sup>(3)</sup> Without traffic rights between this point and any intermediate point and/or point beyond excepting only stopover rights between this point and two intermediate points to be chosen among Colombo, Malé, Kuala Lumpur and Singapore.

A. Any point on the routes designated above may be omitted on one or more services provided by any of the designated airlines, provided that such a service has its point of origin or point of arrival on the territory of the Contracting Party that designated the airline.

B. The designated airline or airlines of either of the Contracting Parties is/are authorized to terminate its/their services in the territory of the other Contracting Party or at any point located beyond that territory.

C. The designated airline or airlines is/are authorized, with regard to part or the whole of the agreed services, to modify the order in which points are served.

The Indonesian and French delegations have also decided to add an article 8 *bis* to the air services Agreement of 1967, relating to the security of aviation, which reads as follows:

*Article 8 bis*

SECURITY OF AVIATION

1. In conformity with their rights and obligations under international law, the Contracting Parties reaffirm that their mutual obligation to protect civil aviation against acts of unlawful interference, in order to provide for its security, forms an integral part of this Agreement. Without limiting the general scope of their rights and obligations deriving from international law, the Contracting Parties act in particular in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963,<sup>1</sup> the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970<sup>2</sup> and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.<sup>3</sup>

2. The Contracting Parties agree to provide each other, upon request, with all necessary assistance to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and services, and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the provisions relating to the security of aviation established by the International Civil Aviation Organization and designated as annexes to the Convention on International Civil Aviation,<sup>4</sup> so far as they are applicable to the said Parties; they shall require that aircraft operators registered by them or aircraft 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 provisions.

4. Each Contracting Party agrees that such aircraft operators shall be required to observe the aviation security provisions referred to in paragraph 3 above 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 suitable measures are effectively taken within its territory to protect aircraft and to screen passengers, crew, carry-on items, luggage, 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 or crew, airports or air navigation facilities and services occurs, the Contracting Parties shall assist each

<sup>1</sup> United Nations, *Treaty Series*, vol. 704, p. 219.

<sup>2</sup> *Ibid.*, vol. 860, p. 105.

<sup>3</sup> *Ibid.*, vol. 974, p. 177.

<sup>4</sup> *Ibid.*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 330, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat of an incident. Appropriate measures, communications and other appropriate measures intended to terminate rapidly and safely such incident or threat of an incident.

I have the honour to inform you that these provisions meet with the full approval of the Government of Indonesia. If they meet with the same approval from the French Government, I suggest that this letter and your reply shall constitute the exchange of notes provided for under article 10 of the air services Agreement of 24 November 1967, to come into effect on the date of your reply.

Accept, Sir, the assurances of my highest consideration.

[Signed]

POEDJI KOENTARSO  
Director-General  
for International Economic Affairs  
Ministry of Foreign Affairs of Indonesia

H. E. the Ambassador of France to Indonesia  
Mr. Patrick O'Cornesse

## II

Jakarta, 8 June 1989

Sir,

I have the honour to acknowledge receipt of your letter of 8 June 1989, which reads as follows:

*[See letter I]*

*[Annex as under letter I]*

On the instructions of my Government, I have the honour to inform you that the Government of the French Republic is in agreement with the foregoing provisions and to confirm that your letter and this reply constitute the exchange of notes required between the two Governments which takes effect on today's date.

Accept, Sir, the assurances, etc.

*[Signed]*

PATRICK O'CORNESSE  
Ambassador of France to Indonesia

Mr. Poedji Koentarlo  
Director-General for International  
Economic Affairs  
Ministry of Foreign Affairs  
of Indonesia

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