



PRESIDEN  
REPUBLIK INDONESIA

**KEPUTUSAN PRESIDEN REPUBLIK INDONESIA  
NOMOR 108 TAHUN 1993  
TENTANG  
PENGESAHAN AIR TRANSPORT AGREEMENT BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA AND  
THE GOVERNMENT OF PAPUA NEW GUINEA  
RELATING TO SCHEDULED AIR SERVICES**

**PRESIDEN REPUBLIK INDONESIA,**

- Menimbang : a. bahwa di Jakarta, pada tanggal 29 Pebruari 1990 Pemerintah Republik Indonesia telah menandatangani Air Transport Agreement between the Government of the Republic of Indonesia and the Government of Papua New Guinea Relating to Scheduled Air Services sebagai hasil perundingan antara Delegasi-delegasi Pemerintah Republik Indonesia dan Pemerintah Papua Nugini;
- 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 :...



PRESIDEN  
REPUBLIK INDONESIA

- 2 -

MEMUTUSKAN :

Menetapkan : KEPUTUSAN PRESIDEN REPUBLIK INDONESIA TENTANG PENGESAHAN AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDONESIA AND THE GOVERNMENT OF PAPUA NEW GUINEA RELATING TO SCHEDULED AIR SERVICES.

Pasal 1

Mengesahkan Air Transport Agreement between the Government of the Republic of Indonesia and the Government of Papua New Guinea Relating to Scheduled Air Services yang telah ditandatangani Pemerintah Republik Indonesia di Jakarta, pada tanggal 29 Pebruari 1990 sebagai hasil perundingan antara Delegasi-delegasi Pemerintah Republik Indonesia dan Pemerintah Papua Nugini yang salinan naskah aslinya dalam bahasa Inggeris sebagaimana terlampir pada Keputusan Presiden ini.

Pasal 2

Keputusan Presiden ini mulai berlaku pada tanggal ditetapkan.

Agar...



PRESIDEN  
REPUBLIK INDONESIA

- 3 -

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

Ditetapkan di Jakarta  
pada tanggal 6 November 1993  
PRESIDEN REPUBLIK INDONESIA

ttd

SOEHARTO

Diundangkan di Jakarta  
pada tanggal 6 November 1993  
MENTERI NEGARA SEKRETARIS NEGARA  
REPUBLIK INDONESIA

ttd

MOERDIONO



PRESIDEN  
REPUBLIK INDONESIA

- 4 -

LAMPIRAN :

**AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT  
OF THE REPUBLIC OF INDONESIA  
AND THE GOVERNMENT OF  
PAPUA NEW GUINEA  
RELATING TO SCHEDULED AIR SERVICES**

The Government of the Republic of Indonesia and the Government of Papua New Guinea hereinafter called the Contracting Parties,

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

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

Having regard to the principles of the Treaty of Mutual Respect Friendship and Co-operation between the two Contracting Parties signed in Port Moresby on the Twenty-seventh day of October 1986.

HAVE AGREED as follows :

Article 1

Definitions

For the purposes of this 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 Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof insofar as they become effective for both Contracting Parties;
- (b). the term " aeronautical authorities " means if the case of the Republic of Indonesia, the Minister of Communications and in the case of Papua New Guinea, the Controller of Civil Aviation or in both cases, any person or body authorized to perform any functions at present exercisable by the above-mentioned respective authorities;

(c). the...



PRESIDEN  
REPUBLIK INDONESIA

- 5 -

- (c). the term " designated airline " means an airline which has been designated and authorized in accordance with Article 3 of the present Agreement;
- (d). the term " territory " means the land territory and the territorial sea as defined in its respective laws according to Article 2 of the Chicago Convention on International Civil Aviation (1944) as well as Part IV of the United Nation Convention on the Law of the Sea, 1982;
- (e). the term " air services ", " international air services ", " airline " and " stop for non-traffic purposes " have the meaning respectively assigned to them in Article 96 of the Convention;
- (f). the term " this Agreement " includes the Annex thereto and any amendments to it or to the Annex;
- (g). the term " tariff " means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for carriage of mail.

## Article 2

### Grant of Traffic Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing international air services on the routes specified in the Annex thereto (hereinafter called " the agreed services " and " the specified routes " ).
2. The airline of each Contracting Party shall enjoy the following rights :
  - a. the right to fly without landing across the territory of the other Contracting Party,
  - b. the right to make stops in the said territory for non-traffic purposes and,
  - c. the right to make stops in the territory, while operating an agreed service on specified route at the points specified for that route in the Annex, for the purposes of putting down and taking on international traffic in passenger, cargo and mail.
3. Nothing in paragraph (2) of this Article shall be deemed to confer on the airline of one Contracting Party the right of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried with or without remuneration or hire and destined for another point in the territory of the other Contracting Party.

Article 3...



PRESIDEN  
REPUBLIK INDONESIA

- 6 -

### Article 3

#### Designation and Authorization of Airlines

1. Each Contracting Parties shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services.
2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (4) and (5) of this Article, without delay grant to the designated airline the appropriate operating authorization.
3. Each Contracting Party shall have the right, by written notification to the other Contracting Party, to withdraw the designation of any such airline and to designate another one.
4. 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 by them in conformity with the provisions of the Convention, to the operation of international air services.
5. 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 the Agreement, in any case where :
  - (a). it 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.
  - (b). if a designated airline fails to comply with the national laws and regulations referred to in paragraph (4) of this Article.
6. When an airline has been so designated and authorized, it may at any time begin to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 6 of this Agreement is in force and an agreement in accordance with the provisions of Article 5 of the present Agreement has been reached in respect of that service.

Article 4...



PRESIDEN  
REPUBLIK INDONESIA

- 7 -

#### Article 4

##### Suspension or Revocation of Operating Authorization

1. Each Contracting Party shall have the right to revoke the operating authorization or suspend the exercise of the rights specified in Article 2 of this Agreement by the 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 otherwise fails to operate in accordance with conditions prescribed under this Agreement.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultations with the other Contracting Party. In such a case consultations shall begin within a period of sixty (60) days from the date request made by either Contracting Party for consultation.

#### Article 5

##### Principles Governing Operation of Agreed Services

1. There shall be fair and equal opportunity for one designated airline(s) 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 designated airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to effect unduly the services which the letter provides on the whole or part of the same routes.

3. The...

3. The agreed services provided by the designated airline(s) of the Contracting Parties



PRESIDEN  
REPUBLIK INDONESIA

- 8 -

shall bear a close relationship to the requirements of the public for transportation on the specified routes shall have as their primary objectives the provision at a reasonable load factor of capacity adequate for the current and reasonably anticipated requirements of passengers and cargo including mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken on board 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 territory of the Contracting Party which has designated the airline(s);
  - (b). traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the states comprising the area; and
  - (c). the requirements of through airline operation.
4. The aeronautical authorities of the Contracting Parties shall from time to time jointly determine the practical application of the principles contained in the foregoing paragraphs of this Article for the operation of the agreed services by the designated airline(s).
  5. Any increase in the capacity to be provided or frequency of services to be operated by designated airline(s) of either Contracting Party shall be agreed between the aeronautical authorities of both Contracting Parties on the basis of the estimated requirements of traffic between territories of the two Parties and any other traffic to be jointly agreed and determined. Pending such agreement or settlement, the capacity and frequency entitlements already in force shall prevail;
  6. The capacity to provided, the frequency of services to be operated and the nature of air services that is transiting through or terminating in the territory of either Contracting Party pursuant to this Article shall be specified through exchange of letters between aeronautical authorities of the Contracting Parties.

#### Article 6

##### Transport Tariffs

- (1). The tariffs to be charged by the airline of one Contracting Party for the 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 characteristics of service such as standards of speed and accomodation.
  - (2). The...
- (2). The tariff referred to in paragraph (1) of this Article shall be agreed upon by the



PRESIDEN  
REPUBLIK INDONESIA

- 9 -

designated airlines of both Contracting Parties.

- (3). Agreements according to paragraph (2) above should, if possible, be reached by the use of the procedures of the International Air Transport Association for the working out of tariffs.
- (4). The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least sixty (60) days before the proposed date of their introduction, in special cases this time limits may be reduced, subject to the consent of the said authorities.
- (5). If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with paragraph (2) of this Article, or if during the first thirty (30) days of the sixty (60) days period referred to in paragraph (4) of this Article, the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of its dissatisfaction with any tariff agreed upon in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall endeavour to agree upon the tariffs.
- (6). If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (4) above or on the determination of any tariff under paragraph (5), the Contracting Parties shall endeavour to agree upon the tariffs.
- (7). No tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.
- (8). 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

### Exemption from Customs and Other Duties

1. Aircraft operated in international air services by the designated airlines of each Contracting Party, as well as their regular equipment, supplies of fuel, lubricants, consumable technical supplies, spare parts and aircraft stores (including but not limited to such items as food, beverages and tobacco), on board such aircraft, shall be exempted from all custom duties, national excise taxes and other similar duties or taxes not based on the costs of services provided, on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft.

2. There...



PRESIDEN  
REPUBLIK INDONESIA

- 10 -

2. There shall also be exempt from the same duties, taxes, fees and charges, referred to paragraph (1) of this Article with the exception of charges based on the costs of services provided :
  - (a). aircraft stores introduced into or supplied in the territory of a Contracting Party and taken on board within reasonable limits, for use on outboard aircraft engaged in an international air service of a designated airline of the other Contracting Party;
  - (b). spare parts including engines introduced into the territory of a Contracting Party for the maintenance or repair of aircraft used in the agreed service by the designated airline of the other Contracting Party;
  - (c). fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft engaged in the agreed air service by designated airline of the other Contracting Party, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board.
  - (d). baggage and cargo in direct transfer.
3. Equipment and supplies referred to in paragraphs (1) and (2) of this Article may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party. Such equipment and supplies may be placed under the supervision or control of the appropriate authorities until they are reexported or otherwise disposed of in accordance with customs regulations.
4. In so far as no duties or other charges are imposed on goods mentioned in paragraph 1 or 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 airline in respect to certain items mentioned in paragraphs 1 to 3 of this Article.
5. 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 8...



PRESIDEN  
REPUBLIK INDONESIA

- 11 -

## Article 8

### Recognition of Certificates and Licences

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purposes of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals or rendered valid by another State.

## Article 9

### Direct Transit Traffic

Subject to the laws and regulations of each Contracting Party, passengers, baggage and cargo in transit across the territory of either Contracting Party shall, in principle, not be subject to control.

## Article 10

### Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act to conformity with the provisions of 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 the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation signed at Montreal on 23 September 1971.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircrafts and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the



PRESIDEN  
REPUBLIK INDONESIA

- 12 -

- aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airport in their territory act in conformity with such relation security provisions.
4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party.
  5. Each Contracting Party shall ensure that adequate measures are effectively applies within its territory to protect the aircraft and to inspect passengers, crew carried on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
  6. When an incident or threat of an incident or unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, 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.
  7. Accordingly each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and aforementioned aviation security provisions. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such difference.

## Article 11

### Financial Provisions

1. Subject only to their foreign currency exchange control each Contracting Party grants the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure, earned on its territory in connection with the carriage of passengers, baggage, mail freight by the designated airline of the other Contracting Party, in a free convertible currency at the prevailing rate of exchange. Tranfers shall be affected immediately , at the latest within sixty (60) days after the date of request.
2. Where a special payment agreement exists between the Contracting Parties,
  2. Where...



PRESIDEN  
REPUBLIK INDONESIA

- 13 -

payments shall be effected in accordance with the provision of that Agreement.

## Article 12

### Representation, Ticketing and Sales Promotion

Subject to the laws and regulations of the other Contracting Party, the designated airline of each Contracting Party shall have an equal opportunity :

- (a). to enter, reside and employ in the other Contracting Party, or to bring in and maintain in the territory of the other Contracting Party those of their own managerial and other specialist staff who are required for the provision on air services;
- (b). to issue all kinds of documents of carriage and to advertise and to promote sales in the territory or the other Contracting Party to engage in the sale of air transportation in that territory direction or at the airline discretion, through its agents each airline shall have the right to sell such transportation in the currency of that territory or in freely convertible currencies or other countries.

## Article 13

### 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 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 of the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services and the origins and destinations of such traffic.

## Article 14

### User Charges

1. Neither Contracting Party shall impose or permit to be imposed on the designated airline of the other Contracting Party user charges higher than those imposed on its own designated airline operating similar international air services.
2. Each Contracting Party shall use its best efforts to ensure that charges imposed or permitted to be imposed on the designated airline of the other Contracting Party are just and reasonable.

Article 15...



PRESIDEN  
REPUBLIK INDONESIA

- 14 -

## Article 15

### Consultation and amendments

1. Within the spirit of close neighbourly co-operation, the aeronautical authority of either Contracting Party may at any time request consultation on interpretation, application, amendment or the compliance with this Agreement. Such consultations which may be between aeronautical authorities shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.
2. Any amendments of this Agreement agreed to by the Contracting Parties shall come into effect when confirmed by an Exchange of Diplomatic Notes.

## Article 16

### Conformity with Multilateral Convention

In the event of the consultation of any perera multilateral convention concerning air transport by which both Contracting Parties become bound, this Agreements shall be amended so as to conform with the provisions of such convention.

## Article 17

### Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by 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 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 (60) 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 (60) 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 International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In any case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.

The...

The Contracting Parties undertake to comply with any decision given under



PRESIDEN  
REPUBLIK INDONESIA

- 15 -

paragraph 2 of this Article.

4. If and so long as either Contracting Party or a 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 or privileges which it has granted by virtue of the Agreement to the Contracting Party in default or to the designated airline of that Contracting Party or to the designated airline in default.

#### Article 18

##### Termination

Either Contracting Party may at any time give written notice through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization by the Contracting Party giving notice.

This Agreement shall terminate twelve (12) 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 (14) days after the receipt of the notice by the International Civil Aviation Organization.

#### Article 19

##### Registration with ICAO

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

#### Article 20

##### Entry into Force

1. This Agreement shall be ratified in accordance with the constitutional requirements of each Contracting Party.
2. This Agreement shall enter into force on the state exchange of instruments of ratification.

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

DONE...

DONE in duplicate at Jakarta this nine-tents day of February 1990.



PRESIDEN  
REPUBLIK INDONESIA

- 16 -

For the Government of the  
Republic of Indonesia

H.E. AZWAR ANAS

For the Government of  
Papua New Guinea

HON. BEENARD VOGAE



PRESIDEN  
REPUBLIK INDONESIA

- 17 -

### Annex

#### Section I

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

	Points of Departure	Intermediate Points	Points of Destination	Points Beyond
Route 1.	Points in Indonesia	-	Port Moresby	one point in New Zealand  and two points to be negotiated
Route 2.	Jayapura Merauke	- -	Vanimo Daru	Nil Nil

The designated airlines of the Republic of Indonesia may on any or all flights omit calling of any of the above points, provided that the agreed services in this Route begin at the point or points in Indonesia.

#### Section II

Routes to be operated by the designated airline of Papua New Guinea:

	Points of Departure	Intermediate Points	Points of Destination	Points Beyond
Route 1.	Points in Papua New Guinea	-	Jakarta	Singapore or Hongkong and two points to be negotiated
Route 2.	Vanimo Daru	- -	Jayapura Merauke	Nil Nil

The designated airlines of Papua New Guinea may on any or all flights omit calling of any of the above points, provided that the agreed services in this Route begin at the point or points in Papua New Guinea.