

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT
OF THE REPUBLIC OF INDONESIA AND THE GOVERNMENT
OF THE REPUBLIC OF TURKEY RELATING TO SCHEDULED
AIR TRANSPORT

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

Hereinafter called in this Agreement the Contracting
Parties,

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

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

HAVE AGREED AS FOLLOWS :

Article 1

Definitions

For the purpose 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 seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annex of Convention under Articles 90 and 94 thereof insofar as these have become effective for both Contracting Parties;
- (b) the term "aeronautical authorities" means, in the case of the Government of the Republic of Indonesia, the Minister of Communications and any person or body authorized to perform functions at present exercised by the said Minister or similar functions, and in the case of the Government of the Republic of Turkey, the Minister of Communications and any person or body authorized to perform any functions exercised by the said Minister;
- (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 "territories" has the meaning specified in Article 2 of the Convention. For the purpose of this Agreement, the territory of Indonesia comprises the land areas, territorial sea and archipelagic waters as well as the adjacent areas over which the Republic of Indonesia exercises sovereignty and has sovereign rights or jurisdiction in accordance with the provisions of international law.
- (e) the term "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;
- (f) the term "capacity" means,
 - in relation to an aircraft, the payload of that aircraft available on the route or section of a route,
 - in relation to a specified air service, the capacity of the aircraft used on such service, multiplied by the frequency operated by such

aircraft over a given period and route or section of a route;

- (g) the term "traffic" means, passenger, baggage, cargo and mail;
- (h) the term "tariff" means, the prices to be paid for the carriage of passengers, baggage and cargo the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services but excluding remuneration or conditions for the carriage of mail.

Article 2

Traffic Rights

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 the appropriate Section of the Annex thereto (hereinafter called "the agreed services" and "the specified routes").
2. The airline of each Contracting Party shall enjoy 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) while operating an agreed service on a specified route, subject to the provisions of the present Agreement, to make stops in the territory of the Contracting Party at the points specified for that route in the Annex to the present Agreement for the purpose of putting down and taking on international traffic.
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, traffic carried with or without remuneration or hire and destined for another point in the territory of the other Contracting Party.
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

Operating Authorizations

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.
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 authorizations.
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 airline designated by either Contracting Party may be required to satisfy the other Contracting Party that it is qualified to fulfil the conditions prescribed by the laws and regulations normally and reasonably applied by this Contracting Party to the operation of international air services in conformity with the provisions of the Convention.
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 present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.
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 (9) of the present 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

Suspension and Revocation

1. Each Contracting Party shall have the right to revoke the operating authorization or to suspend the exercise of the rights specified in Article (2) of the present 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 the conditions prescribed under the present 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 of request made by either Contracting Party for consultations.

Article 5

Capacity Provisions

1. The designated airline of each Contracting Party shall, in all respects, enjoy fair and equal opportunity for the carriage of international traffic between and beyond the territories of the two Parties, as described in the Annexes to this Agreement;
2. In operating the agreed services, the airline of each Contracting Party shall take into account the interest of the airline 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 route;

3. The capacity to be provided, the frequency of services to be operated and the nature of air service, that is, transiting through or terminating in the territory of the other Contracting Party shall be agreed between the aeronautical authorities in accordance with the principles laid down in this Article;
4. Any increase in the capacity to be provided or frequency of services to be operated by the designated airline of the other Contracting Party shall be agreed between the aeronautical authorities, on the basis of the estimated requirements of traffic between the 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;
5. The capacity to be provided, the frequency of services to be operated and the nature of air service, that is transiting through or terminating in the territory of the other Contracting Party as agreed to in accordance with the provisions of this Article shall be specified in an exchange of letters between the aeronautical authorities of the Contracting Parties.

Article 6

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 recognised as valid by the other Contracting Party for the purpose 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 7

Exemption from Customs and other Duties

1. Aircraft operated on international services by the airline designated by each Contracting Party, as well as their regular equipment, supplies of fuel and lubricants and the aircraft stores (including

food, beverages and tobacco) on board such aircraft shall be exempt from all custom duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, providing such equipment and supplies shall remain on board the aircraft up to such time as they are re-exported.

2. There shall also be exempt from the same duties and taxes with the exception of charges corresponding to the service performed;
 - (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use on board the aircraft engaged on a specified route of the other Contracting Party;
 - (b) spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on a specified route by the designated airline of the other Contracting Party;
 - (c) fuel and lubricants destined to supply aircraft operated on a specified route by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of journey performed over the territory of the Contracting Party in which they are taken on board;
 - (d) baggage and cargo in direct transit.
3. The normal board equipment, as well as the materials and supplies retained on board the aircraft operated by the designated airline of one Contracting Party with the approval of the customs authorities of such a territory.
In such a case, they may be placed under the supervision of the said authorities until they are re-exported 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 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 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

Direct Transit Traffic

Subject to the laws and regulations of each Contracting Party, passengers in transit across the territory of either Contracting Party shall, be subject to no more than a very simplified control.

Article 9

Establishment of Tariffs

1. The tariffs to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit and characteristics of service.
2. The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed by the designated airlines of both Contracting Parties and such agreement shall, wherever possible, be reached by the use of the procedures of the International Air Transport Association for the working out of tariffs.
3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least sixty (60) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.
4. This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph (3) of this Article, these tariffs shall be considered as approved.
In the event of the period for submission being reduced, as provided for in paragraph (3), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

5. If a tariff cannot be agreed in accordance with paragraph (2) of this Article, or if, during the period applicable in accordance with paragraph (4) of this Article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of any tariff agreed in accordance with the provisions of paragraph (2), the aeronautical authorities of the Contracting Parties shall, endeavour to determine the tariff by mutual agreement.
6. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph (3) of this Article, or on the determination of any tariff under paragraph (5) of this Article, the dispute shall be settled in accordance with the provisions of Article 15 of this Agreement.
7. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established.

Article 10

Financial Provisions

1. Each Contracting Party shall grant to the designated airline of the other Contracting Party the right to transfer the excess of receipts over expenditure earned by that airline in the territory of the first Contracting Party in connection with the carriage of traffic in accordance with the foreign exchange regulations in force, at the official prevailing rate of exchange where such a rate exists or otherwise at a rate equivalent to that at which receipts were earned.
2. The transfer shall be effected in a free convertible foreign exchange.
3. Where a special payment agreement exists between the Contracting Parties, payments shall be effected in accordance with the provisions of that Agreement.

Article 11

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 employ the technical and commercial personnel for the performance of the agreed services on the specified routes and to establish and operate offices in the territory of the other Contracting Party;
- (b) to issue all kinds of documents of carriage and to advertise and to promote sales in the territory of the other Contracting Party.

Article 12

Consultations and Modifications

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annexes thereto.
2. If either of the Contracting Parties considers it desirable to modify any provisions of the present Agreement, it may request consultation with the other Contracting Party. Such consultation, (which may be prepared by discussion or by correspondence between the aeronautical authorities) shall begin within a period of sixty (60) days of the date of request unless both Contracting Parties agree to an extension of this period.
Modifications so agreed upon shall be approved by each Contracting Party in accordance with its constitutional procedures and shall enter into force on the date of exchange of diplomatic notes indicating such approval.
3. Modifications to the Annexes shall be agreed upon between the aeronautical authorities of the Contracting Parties and shall immediately come into force after agreement of both authorities.

Article 13

Conformity with Multilateral Conventions

In the event of the conclusion of any general 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 14

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 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, 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 Parties shall, in their mutual relations, act in conformity with the 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 aircrafts of their registry or operators of aircraft 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 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 applied within its territory to protect the aircraft and to inspect passengers, crew carry-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 of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities 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 the aforementioned aviation security provisions. Either Contracting Party may request immediate consultations with the other Contracting Party at anytime to discuss any such differences.

Article 15

Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this present 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, they may agree to refer the dispute for decision to some person or body, or the dispute may at the request of either Contracting Party be submitted for 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 days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.

3. The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.
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 present Agreement to the Contracting Party in default or to the designated airline of that Contracting Party or to the designated airline in default.

Article 16

Exchange of Statistical Data

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

Article 17

Termination

Either Contracting Party may at any time give written notice through diplomatic channels to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the 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 18

Registration

This Agreement, its Annexes and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 19

Titles

Titles are inserted in this Agreement at the head of each article for the purpose of reference and convenience and in no way define limit, or describe the scope or intent of this Agreement.

Article 20

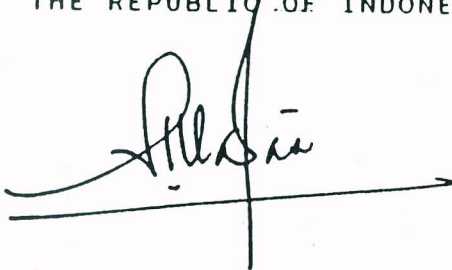
Entry into Force

This Agreement and its Annexes shall enter into force on the first day of the second month following the date of which two Contracting Parties have notified each other in an exchange of diplomatic notes that the requirements for its entry into force under their respective constitutional procedures have been fulfilled.

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

Done at Jakarta this *eighteenth* day of *February*, 1993 in the English language.

FOR THE GOVERNMENT OF
THE REPUBLIC OF INDONESIA



FOR THE GOVERNMENT OF
THE REPUBLIC OF TURKEY



A N N E X I

ROUTES

Section I

1. Routes to be served by the designated airline of the Republic of Turkey in both directions :

Points of Departure	Intermediate Points	Points of Destination	Points Beyond
Turkey	Two points	Jakarta	One point

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

Section II

1. Routes to be served by the designated airline of the Republic of Indonesia in both directions :

Points of Departure	Intermediate Points	Points of Destination	Point Beyond
Indonesia	Two points	Istanbul	One point

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

Additional Points

Either of the Contracting Parties may request the inclusion in their services of additional points beyond the territory of the other Contracting Party or between the territories of the Contracting Parties. This request is subject to the approval of the aeronautical authority of the other Contracting Party.