



REPUBLIK INDONESIA

**AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
AND
THE GOVERNMENT OF THE ARGENTINE REPUBLIC**

The Government of the Republic of Indonesia and the Government of the Argentine Republic (hereinafter referred to as the "Parties");

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December 1944;

Desiring to promote international air services between their respective territories;

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation;

HAVE AGREED AS FOLLOWS:

ARTICLE 1
DEFINITIONS

For the purposes of this Agreement, unless the context otherwise requires:

1. The term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the 7th Day of December 1944, and includes any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annexes or amendments are at any given time effective for both Parties;
2. The term "Aeronautical Authorities" means: in the case of the Republic of Indonesia, The Ministry for Transportation and any person or body authorized to perform functions at present exercised by the said Ministry or similar functions and in the case of the Argentine Republic, the Ministry of the Interior and Transportation, Secretariat of Transport, Under-Secretariat of Commercial Air Transport, Civil Aviation National Administration (A.N.A.C.) or any person or body authorized to perform any functions at present exercised by the said Ministry;
3. The term "territory" in the case of the Republic of Indonesia, "territory" means as defined in its laws, and part of the continental shelf and adjacent seas over which the Republic of Indonesia has sovereignty, sovereign rights of jurisdiction in accordance with the United Nations Convention on the Law of the Sea (UNCLOS) 1982; and in the case of the Argentine Republic the term "territory" in relation to a state has the meaning of the Article 2 of the Convention.
4. The term "Agreement" means this Agreement, its Annex and any amendments thereto;

5. The term "designated airline" means an airline designated and authorized in accordance with Article 3 (Designation and Authorisation of Airlines) of this Agreement;
6. The terms "air service", "international air service", "airline" and "stop for non-traffic purposes", shall have the same meaning as assigned to them in Article 96 of the Convention;
7. The term "agreed services" means scheduled services on the routes specified in the Annex to this Agreement for the transport of passengers and cargo, including mail, separately or in combination;
8. The term "specified routes" means the routes established in this Agreement;
9. The term "tariff" means any fare, rate of charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air service charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
10. The term "user charges" means a charge imposed on airlines for the provision of airport, air navigation or aviation security facilities or services, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;
11. 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 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;

12. The term "traffic" means, passengers, baggage, cargo and mail.

ARTICLE 2
GRANT OF RIGHTS

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section or part of the Annex to this Agreement. Such services and routes shall hereinafter be called "the agreed services" and "the specified routes", respectively.
2. Subject to the provisions of this Agreement, the airline designated by each Party shall enjoy the following rights:
 - (a) to fly without landing across the territory of the other Party;
 - (b) to make stops in the territory of the other Party for non-traffic purposes; and
 - (c) while operating an agreed service at the points specified for that route in the Annex to this Agreement, the airline designated by each Party shall also enjoy the right to embark and disembark, in the territory of the other Party, international traffic in passengers and cargo including mail, separately or in combination.
3. The designated airline of each Party, other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in clauses (a) and (b) of paragraph (2) of this Article.
4. Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airline of one Party the privilege of taking on board, in the territory of the other Party, passengers and cargo including mail destined for another point in the territory of that other Party.

5. If because of special and unusual circumstances, the designated airline of one Party is unable to operate a service on its normal routing, the other Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Parties.

6. The designated airline of one Party shall have the right to use airways, airports and other facilities provided by the other Party on a non-discriminatory basis.

ARTICLE 3

DESIGNATION AND AUTHORISATION OF AIRLINES

1. Each Party shall have the right to designate one airline for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designations. Such designations shall be made in writing and transmitted to the other Party through diplomatic channels and shall identify whether the airline is authorised to conduct the type of air services specified in the Annex.

2. Upon receipt of such designation and application from the designated airline of either Party, in the form and manner prescribed for the purpose, the aeronautical authorities of the other Party shall grant the appropriate operating authorisation with minimum procedural delay, provided that:
 - a. substantial ownership and effective control of that airline are vested in the Party designating the airline or its nationals;

 - b. the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to operation of international air service by the Party considering the application; and

- c. the Party designating the airline is maintaining and administering the standards set forth in Article 13 (Safety) and Article 14 (Aviation Security).

ARTICLE 4

REVOCAION OR SUSPENSION OF OPERATING AUTHORISATION

1. Either Party may revoke or suspend operating authorisation granted to the airline designated by the other Party or impose such conditions as it may deem necessary in any case where:
 - a. substantial ownership and effective control of that airline are not vested in the other Party or its nationals;
 - b. that airline has failed to comply with the laws and regulations referred to in Article 6 (Applications of Laws and Regulations) of this Agreement; or
 - c. the other Party is not maintaining and administering the standards set out in Article 13 (Safety).
2. Unless immediate action is essential to prevent further non-compliance with clauses (b) and (c) of paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.
3. This Article does not limit the rights of either Party to withhold, revoke, limit or impose conditions on the operating authorisation of an airline of the other Party in accordance with the provision of Article 14 (Aviation Security).

ARTICLE 5
CAPACITY PROVISIONS

1. The capacity to be operated shall be agreed upon between the Aeronautical Authorities of both Parties before the services are inaugurated and reviewed when necessary based on traffic requirements and load factor on the specified routes.
2. There shall be fair and equal opportunity for the designated airlines of both Parties to operate the agreed services on the specified routes between their respective territories.
3. In operating the agreed services, the designated airlines of each Party shall take into account the interests of the designated airlines of the other Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.
4. The agreed services provided by the designated airlines of the Parties shall bear reasonable relationship to the requirement 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, cargo and mail originating from the territory of either Party and destined for the territory of the other Party.
5. Any increase in the capacity to be provided and the frequency of services to be operated by the designated airline of each Party shall be subject to agreement between both Parties. Pending such an agreement or settlement, the capacity and frequency entitlements already in force shall prevail.
6. The right of the designated airlines of either Party to carry traffic between points in the territory of the other Party and points in the territories of third countries on the specified routes, shall be exercised in accordance with the general principles that capacity shall be related to:

- a. The traffic requirements to and from the territory of the Party which has designated the airline;
- b. The traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and
- c. The requirements of through airline operations.

ARTICLE 6
APPLICATION OF LAWS AND REGULATIONS

1. While entering, within, or leaving the territory of one Party, its laws, regulations and procedures relating to the operation and navigation of aircraft shall be complied with by the designated airline of the other Party.
2. While entering, within, or leaving the territory of one Party, its laws, regulations and procedures relating to the admission into or departure from its territory of passengers, baggage, crew or cargo on aircraft (including regulation relating to entry, clearance, aviation security, immigration, passports, customs or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the designated airline of the other Party.
3. Neither Party shall give preference to its own or to any other airline over a designated airline of the other Party engaged in similar international air services in the application of the laws and regulations and procedures provided for in this Article.
4. Passengers, baggage and cargo in direct transit across the territory of either Party and not leaving areas of the airport reserved for such purpose shall be subject to no more than a simplified control, except

regarding security measures against violence, air piracy and narcotics control.

ARTICLE 7 USER CHARGES

1. User charges that may be imposed by the competent charging authorities of each Party on the designated airline of the other Party shall be just, reasonable, non-discriminatory, and equitably apportioned among all categories of users. Such user charges shall be assessed on the designated airline of the other Party on terms not less favorable than the terms available to any other airline at the time the charges are assessed.

2. User charges imposed on the designated airline of the other Party may reflect, but shall not exceed, the full cost to the competent charging authorities of providing the appropriate airport, environmental, air navigation and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Party shall encourage consultations between the competent charging authorities in its territory and the designated airline using the services and facilities. Each Party shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate and transparent review of the reasonableness of the charges in accordance with the principles stated in paragraphs (1) and (2) of this Article. Each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in the user charges to enable the users to express their views before changes are implemented.

4. Neither party shall be held, in dispute resolution procedures pursuant to Article 22 (Settlement of Disputes), to be in breach of a provision of this Article, if:

- (i) it has undertaken a review of the charge or practice that is the subject of complaint by the other Party within a reasonable time; and
- (ii) following such a review, it has taken all steps within its power to remedy any charge or practice that is inconsistent with this Article.

ARTICLE 8

COOPERATIVE MARKETING ARRANGEMENTS

1. When operating or holding out the agreed services on the specified routes, any designated airlines of either Party may enter into cooperative marketing arrangements such as blocked space, code sharing or other joint venture arrangements, whether as the operating or marketing airlines, with any carrier including airlines of third countries, provided that the airlines in such arrangements:
 - a. hold the appropriate authority;
 - b. meet the requirements normally applied to such arrangements;
 - c. in respect of any ticket sold by it, make it clear to the purchaser at the time of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.
2. When a designated airline of a Party performs air services under cooperative marketing arrangements as the operating airline, the total capacity operated by that airline will be counted against the capacity entitlements of that Party designating the airline.
3. When a designated airline of a Party performs air services under cooperative marketing arrangements as the marketing carrier, the total

capacity operated by that airline will not be counted against the capacity entitlements of that Party designating the airline.

4. All airlines operating or holding out the above described services must hold the route rights and appropriate authorisation as well as meet the requirements normally applied to such arrangements. However, the designated airlines of each Party are allowed to enter into code sharing arrangements with the designated airlines of the other Party to a point or points of any third country with stop over rights at the points in the territory of the other Party.
5. The cooperative marketing arrangements entered into by the designated airlines of either Party shall be filed with the Aeronautical Authorities of the Parties for their approval.

ARTICLE 9 CHANGE OF AIRCRAFT

1. Each designated airline may on any or all flights on the agreed services and at its options change aircraft in the territory of the other Party or at any point along the specified routes, provided that:
 - a. aircraft used beyond the point of change of aircraft shall be scheduled in coincidence with the inbound or outbound aircraft, as the case may be;
 - b. in the case of change of aircraft in the territory of the other Party and when more than one aircraft is operated beyond the point of change, not more than one such aircraft may be of equal size and none may be larger than the aircraft used in the third and fourth freedom sector.
2. For the purpose of change of aircraft operations, a designated airline may use its own equipment and, subject to national regulations, leased equipment and may operate under commercial arrangements with another airline, as established in this Article.

3. A designated airline may use different or identical flight numbers for sectors of its change of aircraft operations.

ARTICLE 10

USER INFORMATION

1. The designated and/or authorised airline of each Party shall provide adequate information, while booking the transportation, about the available tariffs and its conditions, and if the flight is non-stop or with intermediate stops or with change of aircraft within the route or if it is operated on a code-share basis, or among different carriers or throughout connection.
2. In the case of code-sharing services, or those operated among different carriers, the designated and/or authorised airline of each Party shall inform the passenger about the distinctive characteristics of each carrier's services.

ARTICLE 11

FACILITATION

1. Consistent with their rights and obligations under international law, the Parties reaffirm their obligation to each other to act in conformity with the provisions on facilitation established by the International Civil Aviation Organization (ICAO) and any other understanding in force signed by both Parties.
2. The Parties shall provide upon request all the possible assistance to simplify the movement of passengers, cargo and aircraft, complying with the applicable provisions of this Agreement.
3. The Parties may exchange information concerning facilitation through their Aeronautical Authorities.

ARTICLE 12
EXCEPTION FROM CUSTOMS DUTIES AND OTHER CHARGES

1. Each Party shall, on the principle of reciprocity, exempt the designated airline of the other Party to the fullest extent possible under its national law from customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including but not limited to such items of food, beverages and liquor, tobacco and other products destined for sale or to be used solely in connection with the operation or servicing of aircraft) and other items such as printed tickets stock, airway bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charges by the designated airline.

2. The exemptions under this Article shall be granted only if the goods referred to in paragraph 1 are:
 - (a) introduced into the territory of one Party by or on behalf of the designated airline of the other Party;

 - (b) retained on board aircraft of the designated airline of one Party upon arrival in or leaving the territory of the other Party; or

 - (c) taken on board aircraft of the designated airline of one Party in the territory of the other Party for use in operating the agreed services.

3. The exemptions under this Article shall apply regardless of the fact whether or not such goods are used or consumed wholly within the territory of the Party granting the exemption, provided the ownership of such goods is not transferred in the territory of the said Party.

4. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airline of either Party, may be unloaded in the territory of the other Party only with the approval of the customs authorities of that Party. In such a case, they may be placed under supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with the customs regulations.

ARTICLE 13

SAFETY

1. Either Party may request consultations concerning the safety standards maintained in respect of an airline designated by the other Party relating to aeronautical facilities, aircrews, aircraft and operation of the designated airline. Such consultations shall take place within thirty (30) days of the request or any longer period as may be agreed between the Parties.
2. If, following such consultations, one Party finds that safety standards in the areas referred to in paragraph (1) that meet the standards established at that time in accordance with the Convention are not effectively maintained and administered in respect of an airline designated by the other Party, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall take appropriate corrective action.
3. Each party reserves the right to suspend or limit the operating authorisation of an airline designated by the other Party in the event the other Party does not take appropriate corrective action within thirty (30) days.
4. It is agreed that any aircraft operated by an airline of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorised representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the

apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

5. If any such ramp inspection or series of ramp inspections give rise to:
 - serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Party carrying out the inspection shall, for the purpose of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

6. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Party in accordance with paragraph (4) of this Article is denied by a representative of that airline, the other Party shall be free to infer that serious concerns of the type referred to in paragraph (5) of this Article arise and draw the conclusions referred to in that paragraph.
7. Each Party reserves the right to suspend or vary the operating authorization of the designated airline of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

8. Action of one Party in accordance with paragraphs (3) or (7) of this Article shall be continued once the basis for taking that action ceases to exist.

ARTICLE 14

AVIATION SECURITY

1. In accordance with their rights and obligations under international law, both 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 Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain other Acts Committed on Board Aircraft, done at Tokyo on September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on December 16, 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on September 23, 1971 and its Protocol done at Montreal on February 24, 1988 and any other Convention on aviation security to which both Parties become members.
2. Upon request, both Parties shall provide each other with all necessary assistance to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, of their passengers and crew, of airports and air navigation facilities, and address any other threat to the security of civil air navigation.
3. Both Parties shall, in their mutual relations, act in conformity with all aviation security standards and appropriate recommended practices established by the International Civil Aviation Organization and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry, 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 Party agrees to observe, or make observe by the designated airline, the security provisions required by the other Party for entry into and departure from the territory of that other Party and to take adequate measures to protect aircraft and to inspect passengers, crew, and their baggage and carry-on items, as well as cargo and aircraft stores, prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports or air navigation facilities occurs, both Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.
6. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the Aeronautical Authorities of that Party may request immediate consultations with the Aeronautical Authorities of the other Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit or impose conditions on the operating authorisations of the designated airline(s) of the party. When required by an emergency, either Party may take interim action prior to the expiry of fifteen (15) days.
7. Any action taken in accordance with paragraph (6) shall be discontinued upon compliance by the other Party with the provisions of this Article.

ARTICLE 15
COMMERCIAL OPPORTUNITIES

1. The designated airline of each Party shall have the right to establish offices in the territory of the other Party for promotion and sale of air services and

other ancillary products and facilities required for the provision of air services.

2. The designated airline of each Party shall be entitled, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Party managerial, sales, technical, operational and other specialist staff required for the provision of air services and other ancillary products and facilities. Such staff requirements may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organisation or company operating in the territory of the other Party and authorised to perform such services in the territory of such other Party
3. The designated airline of each Party may engage in the sale of air services and its ancillary products, services and facilities in the territory of the other Party directly and, at the designated airline's discretion, through its agents. For this purpose, the designated airline shall have the right to use its own transportation documents and any person shall be free to purchase such transportation and its ancillary products, services and facilities in the currency of that territory or in freely usable or convertible currencies.
4. The designated airlines of each Party shall have the right to convert and transfer freely in any usable or convertible currency, on demand, local revenues in excess of sums locally disbursed earned by such airline in connection with the sale of air transportation and other ancillary products, services and facilities as well as interest earned on such revenues (including interest earned on deposits awaiting transfer). Conversion and remittance shall be permitted promptly without restrictions in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the airline makes the initial application for the conversion and remittance.
5. The designated airline of each Party shall be permitted to pay for local expenses, including purchase of fuel, in the territory of the other Party in

local currency. At their discretion, the designated airline of each Party may pay for such expenses in the territory of the other Party in freely usable or convertible currencies in accordance with the national regulations of the other Party.

6. Notwithstanding anything contained in this Article, the exercise of rights under this Article shall be in accordance with the applicable domestic rules and regulations consistent with the purposes of this Agreement. If one Party imposes restrictions on the transfer of local revenues in excess of sums locally disbursed by the designated airline of the other Party, the latter shall have the right to impose reciprocal restrictions on designated airline of the first Party.

ARTICLE 16 APPROVAL OF SCHEDULES

1. The Aeronautical Authorities of each Party may require the designated airline of the other Party to file for their consideration and approval, at least thirty (30) days prior to the inauguration of the agreed services, flight schedules containing the information pertaining to the type of service and its frequency, the type of aircraft to be used and the flight timings at each point. Similar information shall also be provided at least thirty (30) days in advance for each International Air Transport Association (IATA) traffic season and also as and when any changes are to be introduced regarding operation of the agreed services.
2. The designated airline of each Party shall also furnish any other information as may be required to satisfy the Aeronautical Authorities of the other Party that the requirements of this Agreement are being duly observed.

ARTICLE 17
PROVISION OF STATISTICS

1. The Aeronautical Authorities of each Party shall provide or cause its designated airline to provide to the Aeronautical Authorities of the other Party statistics relating to the traffic carried during each month on the agreed services to and from the territory of that other Party, showing the points of embarkation and disembarkation of such traffic. Such statistics shall be furnished as soon as possible after the end of each month, but not later than thirty (30) days following the month to which they relate.

2. The Aeronautical Authorities of each Party shall, on request, provide or cause its designated airline to provide to the Aeronautical Authorities of the other Party statistics relating to true origin and destination of traffic carried to and from the territory of that other Party.

ARTICLE 18
TARIFFS

1. The tariffs in respect of the agreed services operated by the designated airline of each Party shall be established by each designated airline based upon its commercial considerations in the market place at reasonable levels, due regard being paid to all relevant factors including the cost of operation and reasonable profit.

2. The tariffs established under paragraph (1) may be required to be filed by the designated airline of one Party with the Aeronautical Authorities of the other Party. Filing by the designated airline of both Parties may be required no more than thirty (30) days before the proposed date of effectiveness.

3. Notwithstanding the foregoing, each Party shall have the right to intervene so as to:

- (a) Prevent tariffs whose application constitutes anti-competitive behaviour which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - (b) Protect consumers from tariffs that are excessive or restrictive due to abuse of a dominant position; and
 - (c) Protect airlines from tariffs that are predatory or artificially low.
4. For the purposes set out in paragraph (3) of this Article, the Aeronautical Authorities of one Party may require the designated airline of the other Party to provide information relating to the establishment of the tariffs.
 5. If one Party believes that the tariff charged by the designated airline of the other Party is inconsistent with the considerations set forth in paragraph (3) of this Article, it shall notify the other Party of the reasons for its dissatisfaction as soon as possible and request consultations which shall be held not later than thirty (30) days after receipt of the request. If the Parties reach an agreement with respect to the tariff for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. In the absence of such an agreement, the previously existing tariff shall continue to be in effect.

ARTICLE 19

MULTILATERAL AGREEMENTS

1. In implementing this Agreement, the Parties shall act in conformity with the provisions of the Convention in-so-far as those provisions are applicable to international air services.
2. If, after entry into force of this Agreement, both Parties become party to a multilateral agreement that addresses matters covered by this Agreement, either Party may request consultations to determine whether this Agreement should be revised to take into account the multilateral agreement.

**ARTICLE 20
CONSULTATIONS**

1. Either Party may, at any time, make a request in writing for consultations on the interpretation, application, implementation, compliance or amendment of this Agreement.
2. Unless otherwise agreed by the Parties, such consultations shall begin within a period of sixty (60) days from the date on which the other Party receives the request.

**ARTICLE 21
TAXATION MATTER**

Notwithstanding the provisions of Article 12 (Exception from Custom Duties and Other Charges), this Agreement shall not apply to other matters of taxation in the territory of either Party. Such other matters shall be governed by the domestic law of each Party and the terms of any agreement relating to taxation concluded between the Parties.

**ARTICLE 22
SETTLEMENT OF DISPUTES**

1. Any dispute arising under this Agreement that is not resolved by formal consultations may be referred, by agreement of the Parties, to some person or body for decision. If the Parties do not so agree, the dispute shall, at the request of either Party, be submitted to arbitration in accordance with the procedures set forth below.
2. Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

- (a) Within thirty (30) days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within sixty (60) days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;
- (b) If either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with clause (a) of this paragraph, either Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within thirty (30) days. If the President of the Council is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment. In the event that either the President or the senior most qualified Vice President appoints the third arbitrator under this Paragraph, that third arbitrator shall not be a national of either of the Parties.
3. Unless otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own rules of procedure. The tribunal, once formed, may recommend interim relief measures pending its final determination. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than fifteen (15) days after the tribunal is fully constituted.
4. Unless otherwise agreed or as directed by the tribunal, each Party shall submit a memorandum within forty five (45) days of the time the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Party or on its own initiative within fifteen (15) days after replies are due.
5. The tribunal shall attempt to render a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision of the majority of the tribunal shall prevail.

6. Either Party may make a request for clarification on the decision within fifteen (15) days after it has been rendered and the clarification shall be issued within fifteen (15) days of such request.
7. Each Party shall give full effect to any decision or award of the arbitral tribunal.
8. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedure set out in clause (b) of paragraph (2) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 23 AMENDMENT

1. This Agreement may be amended by written agreement of the Parties.
2. Any amendment so agreed shall enter into force in accordance with the provisions of Article 26 (Entry into Force) of this Agreement.
3. Notwithstanding paragraph (2), the Parties may agree to give immediate effect to an amendment to the Annex to this Agreement.

ARTICLE 24 TERMINATION

1. Either Party may, at any time, give notice in writing to the other Party, through diplomatic channels, of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of notice by the other Party, unless the

notice to terminate is withdrawn by agreement before the expiry of this period.

2. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 25 REGISTRATION WITH ICAO

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

ARTICLE 26 ENTRY INTO FORCE

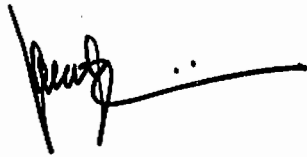
This Agreement shall enter into force on the day the last written notification is received by diplomatic notes confirming that each Party has completed the necessary internal procedures for entry into force of this Agreement.

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

DONE in Jakarta on 17 January 2013 in two originals, in the Indonesian, Spanish and English languages, both being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE
REPUBLIC OF INDONESIA

FOR THE GOVERNMENT OF THE
ARGENTINE REPUBLIC



E.E. Mangindaan, SE
Minister for Transportation



Hector Marcos Timerman
Minister of Foreign Affairs and
Worship



Salinan naskah resmi
Certified true copy



Nomor : 0102/CTC/05/2019/52

Number

Sulaiman

NIP. 19651025 199103 10 17

Sekretaris Direktorat Jenderal Hukum dan Perjanjian Internasional
Kementerian Luar Negeri, Republik Indonesia
Secretary of Directorate General for Legal Affairs and International Treaties
Ministry of Foreign Affairs, Republic of Indonesia

Tanggal : 17 Mei 2019
Date

ANNEX
ROUTE SCHEDULE

1. Schedule - I

Routes to be operated by the designated airline of the Republic of Indonesia in both directions:

Points of Departure	Intermediate points	Points of destination	Points Beyond
Points in Republic of Indonesia	Auckland, Sydney, any points in Europe	Buenos Aires and other point to be determined within the Argentine Republic	Any points

2. Schedule - II

Routes to be operated by the designated airline of the Argentine Republic in both directions:

Points of Departure	Intermediate points	Points of destination	Points Beyond
Points in Argentine Republic	Any points in Europe, Sydney, Auckland	Jakarta, Denpasar	Any points

3. The designated airline of each Party may on any or all flights omit calling at any of the behind, intermediate or beyond points, provided that the agreed services on these routes begin or end in the territory of the Party designating the airline.