

LAMPIRAN I
KEPUTUSAN DIREKTUR JENDERAL BEA DAN CUKAI
TENTANG PENERAPAN SECARA PENUH
(MANDATORY) KESEPAKATAN PENGAKUAN TIMBAL
BALIK OPERATOR EKONOMI BERSERTIFIKAT
(MUTUAL RECOGNITION ARRANGEMENT
AUTHORIZED ECONOMIC OPERATOR) ANTARA
DIREKTORAT JENDERAL BEA DAN CUKAI DENGAN
THE FEDERAL AUTHORITY FOR IDENTITY,
CITIZENSHIP, CUSTOMS AND PORT SECURITY OF
THE UNITED ARAB EMIRATES.

NOMOR : KEP - 157/BC/2023

TANGGAL : 10 November 2023

- A. KESEPAKATAN PENGAKUAN TIMBAL BALIK OPERATOR EKONOMI BERSERTIFIKAT ANTARA DIREKTORAT JENDERAL BEA DAN CUKAI DENGAN *THE FEDERAL AUTHORITY FOR IDENTITY, CITIZENSHIP, CUSTOMS AND PORT SECURITY OF THE UNITED ARAB EMIRATES*.



ACKNOWLEDGING the specialized nature of each Party's border management processes, procedures, mechanisms and the legislations adopted by the Parties in administering their respective Programs;

HAVING REGARDS to the Agreement on Co-operation and Mutual Administrative Assistance in Customs Matters, which was signed by the two Governments of the Republic of Indonesia and the United Arab Emirates on 24 July 2019 in Indonesia, which promoted cooperation to facilitate and secure trade; and

UNDERSTANDING that the mutual recognition of the Programs and other related measures between the Parties not only contributes greatly to the supply chain security but also facilitates legitimate trade;

Have reached the following understanding:

Article 1

Responsible Parties and Scope

1. The Parties will be the responsible entities for the implementation of this Arrangement.
2. This Arrangement will exclusively be concerned with the mutual recognition of the respective Programs administered by such Parties.

Article 2

Compatibility

The Parties will ensure that:

- (a) the standards applied to the respective Programs will be compatible in the following aspects:
 - (i) accreditation criteria;
 - (ii) application procedures;
 - (iii) validation processes;

- (iv) approval mechanism; and
 - (v) management of AEO status.
- (b) their respective Programs will operate in accordance with the principles and standards of the SAFE Framework.

Article 3

Mutual Recognition and Benefits

1. Each Party intends to accept the validation results and AEO status granted to Authorized Economic Operators (hereinafter referred to as "AEOs") of the other Party's Program.
2. Each Party agrees to provide the Authorized Economic Operators, duly accredited by the other Party under its Program, in accordance with the respective domestic laws and customs procedure, with the following trade facilitation measures:
 - (a) reduced customs import inspection rates;
 - (b) simplified verification of import-related documents;
 - (c) faster clearance of import cargo;
 - (d) prioritized measures to respond to disruptions in trade flows due to increases in security alert levels, border closures and/or natural disasters, hazardous emergencies or other major incidents; and
 - (e) Designated customs officials in charge of communication in order to handle issues relating to clearance of goods of AEOs under the respective Programs.
3. Each Party will take into consideration the status of AEOs accorded by the other Party under its Program when conducting risk assessment on importing goods from those AEOs.
4. Each Party may, under reasonable circumstances, suspend any or all the facilitation measures given to one or more AEOs of the other Party, provided that the other Party has been promptly notified of this decision and the underlying reasons.

Article 4

Information Exchange and Communication

1. The Parties will agree upon information exchange and mutual communication as follows:
 - (a) regularly exchanging up-to-date information on authorized companies under their respective Programs in a mutually determined manner; such information will include the names, addresses, unique identifiers, AEO status, and other relevant information;
 - (b) providing updates on the operation of and changes to their respective Programs; and
 - (c) exchanging information obtained from authorized companies regarding the implementation of this Arrangement.
2. The Parties will abide by respective domestic laws and regulations to exchange information.
3. The Parties will keep the information received from the other Party confidential, and the information will be used solely for the purpose of implementing this Arrangement. The received information may be disclosed to a third party only with the written consent of the other Party.

Article 5

Future Endeavors

The Parties will agree to:

- (a) actively implement this Arrangement with a view to strengthening the supply chain security of the Parties and enhancing their common interest on trade facilitation, and may meet when needed in order to analyze the implementation of this Arrangement;
- (b) share details of benefits provided to the AEO of the other Party in implementing this Arrangement between both Parties;
- (c) pursue in providing the AEOs of the other Party with further trade facilitation measures in accordance with this Arrangement, and to the extent possible, in cooperation with other government agencies; and

- (d) seeking ways of exchanging information and related data through electronic means for the purpose of this Arrangement.

Article 6

Consultation and Amendment

1. All issues relating to the interpretation or implementation of this Arrangement will be resolved through mutual consultation of both Parties.
2. Amendment of this Arrangement will be subject to written agreement between both Parties.

Article 7

Status of Arrangement

1. This Arrangement does not intend to create any legal rights and obligations binding under international law or the law of any other jurisdiction, nor does it confer or create any rights, privileges or benefits on any third person or party.
2. The Parties will implement the measures under this Arrangement in accordance with their respective domestic laws and regulations, as well as applicable international agreements to which the respective Parties are a party of.
3. No provision in this Arrangement will restrict either Party from acting in accordance with the provisions of the applicable international treaties and agreements, or its domestic laws, regulations and practices.

Article 8

Commencement and Termination

1. This Arrangement shall come into effect upon signature by both Parties, provided that Article 3.2 will come into effect on a date mutually agreed on by the Parties and no later than 12 months of the signing of the Arrangement.
2. Either Party may discontinue or terminate this Arrangement by providing the

other Party with a written notification at least thirty (30) days in advance of the intended date of discontinuation or termination.

Signed in Jakarta and Abu Dhabi on 11 November 2022, in two original copies in the English, Indonesian, and Arabic languages, both texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.


**For The Directorate General of
Customs and Excise
of The Republic of Indonesia**



ASKOLANI

DIRECTOR GENERAL

**For The Federal Authority for
Identity, Citizenship, Customs and
Port Security
of The United Arab Emirates**



**AHMAD ABDULLA BIN LAHEJ
AL FALASI**

CUSTOMS DIRECTOR GENERAL

- B. CATATAN PENJELASAN (*EXPLANATORY NOTES*) KESEPAKATAN PENGAKUAN TIMBAL BALIK OPERATOR EKONOMI BERSERTIFIKAT ANTARA DIREKTORAT JENDERAL BEA DAN CUKAI DENGAN *THE FEDERAL AUTHORITY FOR IDENTITY, CITIZENSHIP, CUSTOMS AND PORT SECURITY OF THE UNITED ARAB EMIRATES*.

**EXPLANATORY NOTES FOR THE ARRANGEMENT BETWEEN
THE DIRECTORATE GENERAL OF CUSTOMS AND EXCISE OF
THE REPUBLIC OF INDONESIA AND
THE FEDERAL AUTHORITY FOR IDENTITY, CITIZENSHIP,
CUSTOMS AND PORT SECURITY OF
THE UNITED ARAB EMIRATES
REGARDING MUTUAL RECOGNITION OF THE RESPECTIVE AUTHORIZED
ECONOMIC OPERATOR PROGRAMS**

1. Background and Purpose

The purpose of this Explanatory Notes is to facilitate the implementation of the Arrangement between the Directorate General of Customs and Excise of the Republic of Indonesia (DGCE) and the Federal Authority For Identity, Citizenship, Customs And Port Security of the United Arab Emirates (ICP) (and hereinafter referred to separately as "Party" and jointly as "Parties") regarding Mutual Recognition of the respective Authorized Economic Operator Programs and to clarify details of articles of the Arrangement which was signed on 11 November 2022 in Jakarta and Abu Dhabi.

2. Information Exchange

To ensure an effective implementation of the Arrangement, both Parties exchange updated information of Authorized Economic Operators (AEOs) in the following manner:

2.1 Details of Information

Both Parties provide the following information in an MS Excel format:

- (a) Identification code (the unique number given to an AEO in order to provide facilitation measures under the Arrangement);
- (b) Name of AEO;
- (c) Address (including all premises);
- (d) Authorization date;
- (e) Validity period;
- (f) Status (marking those valid in black, and marking those that are suspended, canceled or changed in red.)
- (g) Remarks (record major changes for information of the other Party); and
- (h) Types of authorized entity.

2.2 Frequency and Channel for Information Exchange

Each Party, according to the Arrangement, provides information as referred to Article 2.1 to the other Party via the latter's designated electronic mailbox no later than the first 5 working days of each month, or whenever there are any changes to the information. If the information for the current month is the same as that of last month, a "No change" message should be sent to the other Party.

In case a Party suspends or revokes an AEO status under their AEO Program, they shall promptly notify the other Party of such change.

2.3 Protection of Information

To enhance security of the AEO information, each Party encodes the AEO list with a password before sending it to the other Party. The password should be 10 digits or more, containing capital and small letters and numbers, without any pattern. Each Party could send the password to the designated electronic mailbox of the other Party when an acknowledgment is received from the same within 24 hours after sending the list.

3. Identification of AEOs of the other Party

To ensure trade facilitation measures are provided under the Arrangement, each Party should promptly and effectively identify whether goods are imported from AEOs of the other Party.

3.1 United Arab Emirates to Identify the Republic of Indonesia AEOs

The Republic of Indonesia AEO Company should notify its identification code to its UAE importer when exporting to UAE. Its UAE importer should specify Republic of Indonesia Company Identification Code while performing importer declaration.

UAE Customs compares the Republic of Indonesia Company Identification Code with the information provided in accordance with Article 2 of this Explanatory Notes and, therefore, if the two are matched, the UAE Customs could provide facilitation measures.

3.2 Republic of Indonesia to Identify United Arab Emirates AEOs

The United Arab Emirates AEO Company should notify its identification code to its Indonesian importer when exporting to Indonesia. The Indonesian importer should state the United Arab Emirates AEO identification code while performing import declaration.

DGCE compares such identification code with the information provided, which has been recorded in Customs & Excise Information System and Automation, in accordance with Article 2 of this Explanatory Notes; and, thereafter, if the two are matched, the DGCE provides trade facilitation measures.

4. Details of Trade Facilitation Measures

- (a) *Reduced customs import inspection rates:* Each Party recognizes the AEO status of exporters of the other Party at the stage of import declaration, and reduces the rate of inspection for the goods concerned during risk assessment by the Customs.
- (b) *Simplified verification of import-related documents:* Each Party simplifies clearance procedures of an AEO from the other Party, and handles its documentary validation at the same level with that of a domestic authorized companies and in accordance with the national AEO procedures relating to such verification.
- (c) *Faster clearance of import cargo:* Each Party guarantees prioritized clearance in terms of inspection or documentary validation for importing goods of AEOs of the other Party.
- (d) *Prioritized measures:* Each Party responds to disruptions in trade flow due to increases in security alert levels, border closures and/or natural disasters, hazardous emergencies or other major incidents.
- (e) *Designated customs officials:* Each Party appoints one or more customs liaison officers from its headquarters. When an AEO of one Party reports any problem raised during import clearance in the territory of the other Party, the liaison officer who receives the report notifies it to the liaison officer of the other Party. The liaison officer of the importing country does its best to resolve the problem, and informs the other Party of the results.

5. Suspension and Exclusion of Trade Facilitation Measures

5.1 Reasonable Grounds for Suspension and Exclusion

Each Party has the discretion, under reasonable grounds, to suspend or to exclude provisions of trade facilitation measures to AEOs of the other Party taking into consideration its domestic regulations and measures including but not limited to cargo clearance, risk assessment of local companies and intelligence.

Reasonable grounds to suspend or to exclude trade facilitation measures provided to AEOs of the other Party under the Arrangement may include:

- (a) information of AEOs of the other Party being misused or abused; or
- (b) any illegal activities conducted by AEOs of the other Party being detected.

5.2 Procedures for Suspension and Exclusion

In suspending or excluding trade facilitation measures provided to an AEO of the other Party, each Party should promptly notify the other Party of the name of the AEO, the underlying reasons and the date of suspension.

5.3 Resumption of Trade Facilitation Measures

Each Party resumes providing trade facilitation measures to the suspended AEOs under the Arrangement immediately after the grounds for the suspension are no longer valid. Each Party should promptly notify the resumption to the other Party.

In case the approval status of the suspended AEO is revoked, the other Party should be promptly notified in accordance with the information exchange mechanism under Article 2.

8. Check and Assessment of Implementing the Arrangement

Both Parties exchange statistics data related to the trade facilitation measures under the Arrangement on an annual basis via electronic mailbox or at a review meeting, and the types of exchanged statistics are as follows:

- (a) the number of importation and the inspection rate of imported cargo from AEOs and non-AEOs, respectively of the other Party; and
- (b) clearance lead time of AEOs and non-AEOs.

The Parties may hold meetings when needed to assess whether the Arrangement is well implemented.

7. Pilot Implementation

Prior to commencement of the Arrangement, both Parties shall jointly conduct a pilot implementation to test the related mechanism for exchange of information and address any problems in advance which may possibly occur upon implementation of the Arrangement.

The pilot implementation shall last for a period of three months followed by a one-month review period on the basis of the results and statistics of the pilot implementation in order to decide on the exact date of commencement of full implementation of the Arrangement.

Subsequent to conducting the pilot implementation, both Parties shall fully implement the Arrangement on a mutually agreed upon date no later than 12 months after the signing of the Arrangement.

8. Commencement and Amendment

This Explanatory Notes shall come into effect upon signing by both Parties.

Amendment of this Explanatory Notes, where necessary, may be discussed in the review meeting in accordance with Article 6.

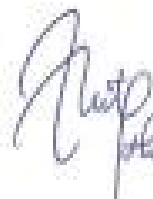
Signed on the 11 November 2022, in duplicate in the English language.

For the Federal Authority for
Identity, Citizenship, Customs
and Port Security of the United
Arab Emirates



SUOUD SALEM ALAGROOBI
DIRECTOR OF
INTERNATIONAL RELATIONS

For the Directorate General of
Customs and Excise of the
Republic of Indonesia



ANITA ISKANDAR
DIRECTOR OF
INTERNATIONAL AFFAIRS

LAMPIRAN II

KEPUTUSAN DIREKTUR JENDERAL BEA DAN CUKAI
TENTANG PENERAPAN SECARA PENUH
(MANDATORY) KESEPAKATAN PENGAKUAN TIMBAL
BALIK OPERATOR EKONOMI BERSERTIFIKAT
(MUTUAL RECOGNITION ARRANGEMENT
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DIREKTORAT JENDERAL BEA DAN CUKAI DENGAN
THE FEDERAL AUTHORITY FOR IDENTITY,
CITIZENSHIP, CUSTOMS AND PORT SECURITY OF
THE UNITED ARAB EMIRATES.

NOMOR : KEP - 157/BC/2023

TANGGAL : 10 November 2023

PEMBAGIAN TUGAS DAN FUNGSI SEHUBUNGAN DENGAN PENERAPAN SECARA PENUH (MANDATORY) KESEPAKATAN PENGAKUAN TIMBAL BALIK OPERATOR EKONOMI BERSERTIFIKAT ANTARA DIREKTORAT JENDERAL BEA DAN CUKAI DENGAN THE FEDERAL AUTHORITY FOR IDENTITY, CITIZENSHIP, CUSTOMS AND PORT SECURITY OF THE UNITED ARAB EMIRATES (ICP, UAE)

1. Direktur Kerja Sama Internasional Kepabeanan dan Cukai
 - a. Menerima informasi antara lain seperti daftar perusahaan AEO Uni Emirat Arab dan perubahannya yang meliputi penambahan, pengurangan, status lainnya, *update* program AEO, dan informasi terkait lainnya dari pihak ICP, UAE, selanjutnya:
 - 1) Menyampaikan daftar perusahaan AEO ICP, UAE dan perubahannya yang meliputi penambahan, pengurangan, dan status lainnya kepada Direktur Informasi Kepabeanan dan Cukai, Direktur Penindakan dan Penyidikan, dan Direktur Teknis Kepabeanan dengan cara:
 - a) manual, dalam hal sistem komputer pelayanan belum mengakomodir form daftar perusahaan AEO Uni Emirat Arab dan perubahannya atau mengalami gangguan; atau
 - b) memutakhirkan daftar perusahaan AEO Uni Emirat Arab dan perubahannya pada sistem komputer pelayanan, dalam hal sistem komputer pelayanan telah mengakomodir form daftar perusahaan AEO Uni Emirat Arab dan perubahannya; dan/atau
 - 2) Menyampaikan informasi berupa *update* program AEO dan informasi terkait lainnya dari pihak ICP, UAE kepada Direktur Penindakan dan Penyidikan dan Direktur Teknis Kepabeanan;
 - b. Menerima informasi yang diperoleh dari hasil evaluasi atau informasi lainnya seperti daftar perusahaan AEO Indonesia dan perubahannya yang meliputi penambahan, pengurangan, status lainnya, *update* program AEO, dan informasi terkait lainnya dari Direktur Teknis Kepabeanan, selanjutnya menyampaikan kepada pihak ICP, UAE;
 - c. Menyiapkan mekanisme komunikasi antara DJBC dengan pihak ICP, UAE;
 - d. Memberikan bimbingan teknis; dan/atau
 - e. Memberikan masukan dalam rangka evaluasi pelaksanaan kepada Direktur Teknis Kepabeanan.
2. Direktur Informasi Kepabeanan dan Cukai
 - a. Dalam hal sistem komputer pelayanan belum mengakomodir form daftar perusahaan AEO Uni Emirat Arab dan perubahannya atau mengalami gangguan, menerima informasi Perusahaan AEO Uni Emirat Arab dan perubahannya yang meliputi penambahan, pengurangan, dan status lainnya dari Direktur Kerja Sama Internasional Kepabeanan dan Cukai, selanjutnya melakukan pemutakhiran data pada sistem komputer pelayanan;
 - b. Memutakhirkan Sistem Analisis Risiko Impotasi dalam rangka pemberian fasilitas perdagangan pada Sistem Komputer Pelayanan;
 - c. Menyiapkan dan memastikan fasilitas perdagangan dapat diterapkan pada sistem komputer pelayanan;
 - d. Menyediakan informasi dalam rangka evaluasi pelaksanaan;
 - e. Memberikan masukan dalam rangka evaluasi pelaksanaan kepada Direktur Teknis Kepabeanan; dan/atau
 - f. Memberikan bimbingan teknis.
3. Direktur Penindakan dan Penyidikan
 - a. Menerima informasi perusahaan AEO Uni Emirat Arab dan perubahannya yang meliputi penambahan, pengurangan, status lainnya, dan informasi terkait lainnya dari Direktur Kerja Sama Internasional Kepabeanan dan Cukai, untuk selanjutnya dilakukan analisis; dan/atau
 - b. Memberikan masukan dalam rangka evaluasi pelaksanaan kepada Direktur Teknis Kepabeanan.
4. Direktur Teknis Kepabeanan
 - a. Menerima informasi antara lain seperti daftar perusahaan AEO Uni Emirat Arab dan perubahannya yang meliputi penambahan, pengurangan, status lainnya, *update* program AEO, dan informasi terkait lainnya dari Direktur Kerja Sama Internasional Kepabeanan dan Cukai, untuk selanjutnya dilakukan analisis;
 - b. Menerima masukan dan melakukan evaluasi dalam rangka pelaksanaan.
 - c. Menyampaikan hasil evaluasi atau informasi lainnya seperti daftar perusahaan AEO Indonesia dan perubahannya yang meliputi penambahan, pengurangan, status lainnya, *update* program AEO, dan informasi terkait lainnya kepada Direktur Kerja Sama Internasional Kepabeanan dan Cukai; dan/atau

- d. Memberikan bimbingan teknis;
5. Kepala Kantor Wilayah Direktorat Jenderal Bea dan Cukai
 - a. Memberikan bimbingan teknis; dan/atau
 - b. Memberikan masukan dalam rangka evaluasi pelaksanaan kepada Direktur Teknis Kepabeanan.
 6. Kepala Kantor Pelayanan Utama Bea dan Cukai
 - a. Memberikan pelayanan teknis, konsultasi dan layanan informasi; dan/atau
 - b. Memberikan masukan dalam rangka evaluasi pelaksanaan kepada Direktur Teknis Kepabeanan.
 7. Kepala Kantor Pengawasan dan Pelayanan Bea dan Cukai
 - a. Memberikan pelayanan teknis, konsultasi, dan layanan informasi; dan/atau
 - b. Memberikan masukan dalam rangka evaluasi pelaksanaan kepada Direktur Teknis Kepabeanan.