

LAMPIRAN I
KEPUTUSAN DIREKTUR JENDERAL BEA DAN CUKAI
NOMOR : KEP- 75/BC/2022
TENTANG : PENERAPAN SECARA PENUH
(MANDATORY) KESEPAKATAN
PENGAKUAN TIMBAL BALIK OPERATOR
EKONOMI BERSERTIFIKAT (*MUTUAL
RECOGNITION ARRANGEMENT ON
AUTHORIZED ECONOMIC OPERATOR*)
ANTARA DIREKTORAT JENDERAL BEA
DAN CUKAI DENGAN *KOREA CUSTOMS
SERVICE*



REPUBLIK INDONESIA

**ARRANGEMENT
BETWEEN
THE DIRECTORATE GENERAL OF CUSTOMS AND EXCISE
OF THE REPUBLIC OF INDONESIA
AND
THE KOREA CUSTOMS SERVICE OF THE REPUBLIC OF KOREA
REGARDING MUTUAL RECOGNITION OF THE RESPECTIVE AUTHORIZED
ECONOMIC OPERATOR PROGRAMS**

The Directorate General of Customs and Excise of the Republic of Indonesia and the Korea Customs Service of the Republic of Korea (hereinafter referred to singularly as the "Participant" and collectively as the "Participants"),

NOTING the Action Plan between Directorate General of Customs and Excise of the Republic of Indonesia and Korea Customs Service of the Republic of Korea for mutual recognition of their respective Authorized Economic Operator Programs (hereinafter referred to as the "Programs"), signed on April 1st, 2019;

CONSIDERING that a joint evaluation by the Participants has confirmed that their respective Programs are administered as initiatives to strengthen supply chain security and to enhance trade facilitation of the Participants;

RECOGNIZING that the Programs apply security requirements in accordance with the respective domestic laws of the Participants and the internationally recognized security standards set forth in the "SAFE Framework of Standards to Secure and Facilitate Global Trade" (hereinafter referred to as "SAFE Framework") adopted by the World Customs Organization;

ACKNOWLEDGING the specialized nature of border management processes, procedures, mechanisms and the legislations adopted by the Participants in administering their respective Programs;

RECALLING the Memorandum of Understanding between Directorate General of Customs and Excise, Ministry of Finance of the Republic of Indonesia and Korea Customs Service of the Republic of Korea regarding Cooperation and Mutual Assistance on Customs Matters, signed on April 1st, 2019;

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

HAVE reached the following arrangement

**Paragraph 1
Responsible Participants and Scope**

1. The Participants 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 the Participants.

**Paragraph 2
Compatibility**

1. The Participants will ensure that the standards applied to the respective Programs will be compatible in the following aspects:
 - a. accreditation criteria;
 - b. application procedures;
 - c. validation processes;
 - d. authorization mechanism; and
 - e. monitoring and evaluation mechanism
2. The Participants will ensure that their respective Programs will operate in accordance with the principles and standards of the SAFE Framework.

**Paragraph 3
Mutual Recognition and Benefits**

1. Each Participant intends to accept the validation results and authorization status granted to Authorized Economic Operators (hereinafter referred to as "AEOs") of the other Participant's Program.
2. Each Participant agrees to provide the AEOs, duly accredited by the other Participant under its Program, mainly to expedite the shipment process, with the following trade facilitation measures:
 - a. reduced 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 Participant will take into consideration the authorization status of AEOs accorded by the other Participant under its Program when conducting risk assessment on importing goods from those AEOs.
4. Each Participant may, under reasonable circumstances, suspend any or all the facilitation measures given to one or more AEOs of the other Participant, provided that the other Participant has been promptly notified of this decision and the underlying reasons.

5. Each Participant intends to maintain the ability to revoke membership in respective program procedures. The fact of the revocation by the Participant of a member whose status has been accepted by the other Participant should be promptly notified to the other Participant.

Paragraph 4
Information Exchange and Communication

1. The Participants 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, authorization 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 Participants will abide by their respective domestic laws and regulations to exchange information.
3. The Participants will keep the information received from the other Participant confidential, and the information will be used solely for the purpose of implementing this Arrangement, provided that the received information may be disclosed to a third party only with the written consent of the other Participant.

Paragraph 5
Future Endeavors

The Participants agree to:

- a. actively implement this Arrangement with a view to strengthening the supply chain security of the Participants and enhancing their common interest on trade facilitation, including to conduct periodic review meetings and joint site validations in order to maintain quality of AEO standards and this Arrangement.
- b. share details of benefits provided to the AEOs of the other Participant in implementing this Arrangement between the Participants.
- c. pursue providing the AEOs of the other Participant with further trade facilitation measures in accordance with this Arrangement, and
- d. share the updates on the changing benefits and/or trade facilitations which might be received by the AEOs between the Participants.

**Paragraph 6
Consultation and Amendment**

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

**Paragraph 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 Participants will implement the measures under this Arrangement in accordance with their respective domestic laws and regulations and the applicable international agreements.
3. No provision in this Arrangement will restrict either Participant from acting in accordance with the provisions of the applicable international agreements, or its domestic laws, regulations and practices.

**Paragraph 8
Commencement and Termination**

1. This Arrangement will come into effect upon signature by the Participants, provided that Paragraph 3(2) will come into effect within 6 months after the signing of the Arrangement.
2. Either Participant may discontinue or terminate this Arrangement by providing the other Participant with a written notification at least thirty (30) days in advance of the intended date of discontinuation or termination.

Signed in Seoul, Korea on February 6th, 2020 in two originals in the English, Bahasa Indonesia and Korean languages, all texts being equally valid. In case of any divergence of interpretation, the English text will prevail.

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



Heru Pambudi
Director General

For the Korea Customs Service
of the Republic of Korea



ROH, Suk Hwan
Commissioner

LAMPIRAN II
KEPUTUSAN DIREKTUR JENDERAL BEA DAN CUKAI
NOMOR : KEP- 75/BC/2022
TENTANG : PENERAPAN SECARA PENUH
(MANDATORY) KESEPAKATAN
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EKONOMI BERSERTIFIKAT (*MUTUAL
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ANTARA DIREKTORAT JENDERAL BEA
DAN CUKAI DENGAN *KOREA CUSTOMS
SERVICE*

**EXPLANATORY NOTES FOR THE ARRANGEMENT
BETWEEN
THE KOREA CUSTOMS SERVICE OF THE REPUBLIC OF KOREA
AND
THE DIRECTORATE GENERAL OF CUSTOMS AND EXCISE
OF THE REPUBLIC OF INDONESIA
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 Korea Customs Service (hereinafter referred to as "KCS") of the Republic of Korea and The Directorate General of Customs and Excise (hereinafter referred to as "DGCE") of the Republic of Indonesia (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 February 6th, 2020 in Korea.

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) Entity type.

2.2 Frequency and Channel for information Exchange

Each Party, according to the Arrangement, provides information as referred to paragraph 2.1 to the other Party via the latter's designated electronic mailbox on the first working day 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.

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 acknowledgement 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 Korea to Identify Indonesian AEOs

An Indonesian AEO should notify its AEO identification code to its Korean importer when exporting to Korea. Its Korean importer should obtain Overseas Business Partners Code (OBPC) consisting of two digits of national code, six digits of company name, four digits of serial number and one digit of confirmation number, which is linked to the identification number.

The Korean importer should state the above-mentioned ad OBPC while performing import declaration.

KCS compares such OBPC with the information provided in accordance with paragraph 2; and, thereafter, if the two are matched, the KCS provides trade facilitation measures.

3.2 Indonesia to Identify Korean AEOs

A Korean AEO should notify its identification code to its Indonesian importer when exporting to Indonesia. The Indonesian importer should state the Korean AEO identification code while performing import declaration.

DGCE compares web identification code with the information provided which has been recorded in Customs & Excise Information System and Automation, in accordance with paragraph 2; and, thereafter, if the two are matched, the DGCE provides track facilitation measures.

4. Details of Trade Facilitations 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 to importing goods of AEOs of the other Party, and bandies documentary validation for import clearance at the same level with that of domestic authorized companies.
- (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 custom 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 to 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 Facilitations 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 paragraph 2.

6. Check and Assessment of Implementing the Arrangement

Both Parties exchange statistics data related to the trade facilitation measures under the Arrangement on a six-monthly basis via e-mail or at a review meeting, 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 of the other Party;
- (b) the actual number of AEOs which have utilized MRA
- (c) clearance lead time of AEOs and non-AEOs.

Both Parties shall hold an implementation review meeting on an annual basis to assess whether the Arrangement is well implemented, and the meeting shall be hosted alternately by both Parties.

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 two months followed by a one-month review period on the basis of the results and statistics of the pilot implementation.

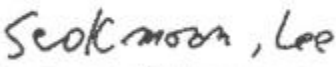
8. Commencement and Modification

This Explanatory Notes shall come into effect upon signature. All issues relating to the interpretation of this Explanatory Notes shall be resolved through mutual consultation by both Parties.

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

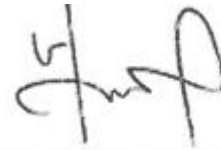
Signed in duplicate in the English language.

**FOR
THE KOREA CUSTOMS SERVICE
OF THE REPUBLIC OF KOREA**



**SEOK-MOON LEE
DIRECTOR GENERAL OF
AUDIT AND REVENUE BUREAU**

**FOR
THE DIRECTORATE GENERAL OF
CUSTOMS AND EXCISE
OF THE REPUBLIC OF INDONESIA**



**R. SYARIF HIDAYAT
DIRECTOR OF INTERNATIONAL
CUSTOMS AND PUBLIC AFFAIRS**

1 July 2021

LAMPIRAN III
KEPUTUSAN DIREKTUR JENDERAL BEA DAN CUKAI
NOMOR : KEP- 75/BC/2022
TENTANG : PENERAPAN SECARA PENUH
(MANDATORY) KESEPAKATAN
PENGAKUAN TIMBAL BALIK OPERATOR
EKONOMI BERSERTIFIKAT (*MUTUAL
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ANTARA DIREKTORAT JENDERAL BEA
DAN CUKAI DENGAN *KOREA CUSTOMS
SERVICE*

PEMBAGIAN TUGAS DAN FUNGSI SEHUBUNGAN DENGAN PENERAPAN
SECARA PENUH (*MANDATORY*) KESEPAKATAN PENGAKUAN TIMBAL BALIK
OPERATOR EKONOMI BERSERTIFIKAT ANTARA DIREKTORAT JENDERAL
BEA DAN CUKAI DENGAN *KOREA CUSTOMS SERVICE*

1. Direktur Kerja Sama Internasional Kepabeanan dan Cukai
 - a. Menerima informasi antara lain seperti daftar perusahaan AEO Korea dan perubahannya yang meliputi penambahan, pengurangan, dan status lainnya, *update* program AEO, serta informasi terkait lainnya dari pihak KCS, selanjutnya:
 - 1) Menyampaikan daftar perusahaan AEO Korea 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:
 - 1.1. manual, dalam hal sistem komputer pelayanan belum mengakomodir form daftar perusahaan AEO Korea dan perubahannya;
 - 1.2. memutakhirkan daftar perusahaan AEO Korea dan perubahannya pada sistem komputer pelayanan, dalam hal sistem komputer pelayanan telah mengakomodir form daftar perusahaan AEO Korea dan perubahannya;
 - 2) Menyampaikan informasi berupa *update* program AEO, serta informasi terkait lainnya dari pihak KCS 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, dan status lainnya, *update* program AEO, serta informasi terkait lainnya dari Direktur Teknis Kepabeanan, selanjutnya menyampaikan kepada pihak KCS;
 - c. Menyiapkan mekanisme komunikasi antara DJBC dengan pihak KCS;
 - d. Memberikan bimbingan teknis;
 - 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 Korea dan perubahannya, menerima informasi Perusahaan AEO Korea dan perubahannya yang meliputi penambahan, pengurangan, dan status lainnya dari Direktur Kerja Sama Internasional Kepabeanan dan Cukai, selanjutnya melakukan pemutakhiran pada sistem komputer pelayanan;
 - b. Memutakhirkan Sistem Analisis Risiko Importasi dalam rangka pemberian fasilitas perdagangan pada Sistem Komputer Pelayanan berdasarkan rekomendasi dari Direktur Penindakan dan Penyidikan;
 - 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;
 - f. Memberikan bimbingan teknis.
3. Direktur Penindakan dan Penyidikan
 - a. Menyampaikan rekomendasi pemutakhiran Sistem Analisis Risiko Importasi dalam rangka pemberian fasilitas perdagangan kepada Direktur Informasi Kepabeanan dan Cukai;
 - b. Menerima informasi perusahaan AEO Korea dan perubahannya yang meliputi penambahan, pengurangan, dan status lainnya serta informasi terkait lainnya dari Direktur Kerja Sama Internasional Kepabeanan dan Cukai, selanjutnya melakukan analisis sesuai kebutuhan;
 - c. Memberikan masukan dalam rangka evaluasi pelaksanaan kepada Direktur Teknis Kepabeanan.
4. Direktur Teknis Kepabeanan
 - a. Menerima informasi antara lain seperti daftar perusahaan AEO Korea dan perubahannya yang meliputi penambahan, pengurangan, dan status lainnya, *update* program AEO, serta informasi terkait lainnya dari Direktur Kerja Sama Internasional Kepabeanan dan Cukai, selanjutnya melakukan analisis sesuai kebutuhan;
 - b. Menyampaikan informasi yang diperoleh dari hasil evaluasi atau informasi lainnya seperti daftar perusahaan AEO Indonesia dan perubahannya yang meliputi penambahan, pengurangan, dan status lainnya, *update* program AEO, serta informasi terkait lainnya kepada Direktur Kerja Sama Internasional Kepabeanan dan Cukai;
 - c. Memberikan bimbingan teknis;
 - d. Melakukan dan menerima masukan dalam rangka evaluasi pelaksanaan.
5. Kepala Kantor Wilayah Direktorat Jenderal Bea dan Cukai
 - a. Memberikan bimbingan teknis;
 - 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;
 - 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;
 - b. Memberikan masukan dalam rangka evaluasi pelaksanaan kepada Direktur Teknis Kepabeanan.