

No. 14066

FRANCE
and
REPUBLIC OF KOREA

**Agreement relating to air services between and beyond their
respective territories (with annex). Signed at Seoul on
7 June 1974**

Authentic texts: French and Korean.

Registered by France on 3 June 1975.

FRANCE
et
RÉPUBLIQUE DE CORÉE

**Accord relatif aux services aériens entre leurs territoires
respectifs et au-delà de ceux-ci (avec annexe). Signé à
Séoul le 7 juin 1974**

Textes authentiques : français et coréen.

Enregistré par la France le 3 juin 1975.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF KOREA RELATING TO AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the French Republic and the Government of the Republic of Korea,

Both being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944,² and

Desiring to conclude an agreement for the purpose of establishing and operating air services between and beyond their respective territories,

Have agreed as follows:

Article 1. 1. For the purposes of the present Agreement, unless the context otherwise requires:

(a) The term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944 and includes any Annex adopted under article 90 of the said Convention and any amendment to the Annexes or Convention under articles 90 and 94 thereof;

(b) The term “aeronautical authorities” means, in the case of the French Republic, the Secretary-General of Civil Aviation and/or any person or body authorized to perform any functions exercised at present by the said Secretary-General or similar functions and, in the case of the Republic of Korea, the Minister of Transport and/or any person or body authorized to perform any functions exercised at present by the said Minister;

(c) The term “designated airline” means the airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with article 3 of the present Agreement, for the operation of air services on the routes specified in the said notification;

(d) The term “territory”, in relation to a Contracting Party, means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that Contracting Party;

(e) The terms “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 “annex” means the annex to the present Agreement or the amended annex, as the case may be, in accordance with the provisions of article 14 of the present Agreement.

2. The annex forms an integral part of the present Agreement. All references to the Agreement shall include references to the Annex, except where otherwise provided.

¹ Came into force on 16 July 1974, the date of the last of the notifications by which each of the Contracting Parties informed the other of the completion of their required constitutional procedures, in accordance with article 16.

² United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; and vol. 893, p. 117.

Article 2. 1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement to enable its designated airline to establish and operate international air services on the routes specified in the annex hereto (hereinafter called “agreed services” and “specified routes” respectively).

2. In accordance with the provisions of the present Agreement, the designated airline of each Contracting Party shall enjoy, while operating agreed services on the specified routes, the following rights:

- (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) to make stops in the said territory at the points specified for that route in the annex for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

3. Nothing in paragraph 2 of this article shall be deemed to confer on the designated airline of one Contracting Party the right to take up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3. 1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline for the purpose of operating the agreed services on the specified routes. Such designation shall take the form of a written notification between the aeronautical authorities of the two Contracting Parties.

2. On receipt of such notification of designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this article, grant without delay to the airline designated the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by them to the operation of international air services in accordance with the provisions of the Convention.

4. Each Contracting Party reserves the right to suspend or revoke the rights granted under article 2, paragraph 2, of the present Agreement to a designated airline or to impose such conditions as it may deem necessary on the exercise of those rights by that airline 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 its nationals.

5. Each Contracting Party reserves the right to revoke an operating authorization or to suspend the exercise by the designated airline of the other Contracting Party of the rights specified in article 2, paragraph 2, of the present Agreement or to impose such conditions as it may deem necessary on the exercise of those rights by the designated airline in any case where that airline fails to comply with the laws and regulations of the Contracting Party granting those rights or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement; unless revocation, suspension or immediate imposition of conditions is necessary to prevent further infringements of such laws or regulations or for reasons of air traffic safety, this right shall be exercised only after consultation with the other Contracting Party.

6. The airline designated and authorized in accordance with the provisions of paragraphs 1 and 2 of this article may begin to operate the agreed services provided that tariffs established in accordance with the provisions of article 9 of the present Agreement are in force in respect of the said services.

Article 4. 1. Aircraft used on international services by the designated airline of one Contracting Party and their regular aircraft equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) shall be exempt from all customs duties, inspection fees and other duties or charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft until they are re-exported.

2. The following shall likewise be exempt from the same duties and charges, with the exception of fees levied in consideration of services rendered;

- (a) aircraft stores taken on board in the territory of one Contracting Party, within limits fixed by the authorities of the said Contracting Party, and intended for consumption on board aircraft operating an international service of the other Contracting Party;
- (b) spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft used on international services by the designated airline of the other Contracting Party;
- (c) fuel and lubricants intended for aircraft used on international services by the designated airline of the other Contracting Party, even though such supplies be used on that part of the flight which takes place over the territory of the Contracting Party in which they are taken on board.

Materials referred to in subparagraphs (a), (b) and (c) above may be registered to be kept under customs supervision or control.

Article 5. Regular aircraft equipment and materials and supplies retained on board aircraft of one Contracting Party may not be unloaded in the territory of the other Contracting Party save with the consent of the customs authorities of that territory. When so intended, 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.

Article 6. 1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or flights of such aircraft over the said territory, shall be applied to aircraft of the designated airline of the other Contracting Party and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to, stay in or departure from its territory of passengers, crew, cargo or mail, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party during its stay within the territory of the first Contracting Party.

3. Each Contracting Party undertakes not to give preference to its own airlines over the designated airline of the other Contracting Party in applying the laws and regulations laid down in this article.

4. The designated airline of each Contracting Party shall have the right to establish agencies in the territory of the other Contracting Party. Such agencies may include sales, operational and technical personnel.

Article 7. 1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party.

2. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flight over its own territory, certificates of competence and licences issued to or validated for its own nationals by the other Contracting Party or by another State.

Article 8. 1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services the designated airline of one Contracting Party shall take into consideration the interests of the other designated airline so as not to affect unduly the agreed services which the latter provides on the whole or part of the same routes.

3. The agreed services provided by the designated airline of each Contracting Party shall have as their primary objective the provision of capacity adequate to meet the normal and reasonably foreseeable requirements of traffic originating in or destined for the territory of the Contracting Party designating the airline and the carriage of traffic taken on or put down in the territory of the other Contracting Party destined for or originating at points on the specified routes in the territories of States other than that designating the airline shall be of a supplementary nature. The right of such airline to carry traffic between points on the specified route within the territory of the other Contracting Party and points in third countries shall be exercised in the interests of the orderly development of international air transport and in such a way that capacity is related to:

- (a) the requirements of traffic originating in or destined for the territory of the Contracting Party designating the airline;
- (b) the traffic demand existing in the area through which the air services pass, taking account of local and regional services;
- (c) the requirements of economic operation of through services.

Article 9. 1. The tariffs on any agreed services shall be established at reasonable levels, due regard being had to all relevant factors, including cost of operation, reasonable profit, characteristics of the service (such as speed and comfort) and the tariffs of other airlines for any part of the specified routes.

2. These tariffs shall be fixed in accordance with the following provisions:

- (a) The tariffs referred to in paragraph 1 of this article, as well as the agency commission rates applied in conjunction with such tariffs, shall, if possible, be fixed for each of the sectors or routes specified by agreement between the designated airlines concerned and such agreement shall, if possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.
- (b) If the designated airlines concerned cannot agree on the tariffs or if, for any other reason, a tariff cannot be established in accordance with the provisions of paragraph 2 (a) of this article, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by agreement between themselves.
- (c) If the aeronautical authorities of either Contracting Party do not approve a tariff submitted to them pursuant to the provisions of paragraph 2 (a) of this article or if the aeronautical authorities of the two Contracting Parties cannot fix any tariff pursuant to the provisions of paragraph 2 (b) of this article, the

dispute shall be settled in accordance with the provisions of article 13 of the present Agreement.

- (d) No new tariff shall enter into force if the aeronautical authorities of either Contracting Party cannot approve it, except as provided under article 13, paragraph 4, of the present Agreement. Until tariffs are fixed, in accordance with the provisions of this article, the tariffs already in force shall prevail.

Article 10. Each Contracting Party grants to the designated airline of the other Contracting Party the right to transfer to its headquarters any revenue in excess of expenditure within the territory of the first Contracting Party. The procedure for such transfer shall, however, be in conformity with the exchange laws and regulations of the Contracting Party in whose territory such revenue is collected.

Article 11. The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, upon request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the first Contracting Party. Such information shall include all data necessary for determining the volume of traffic carried by that airline on the agreed services as well as the points of origin and the destinations of such traffic.

Article 12. Regular and frequent consultations shall be held between the aeronautical authorities of the Contracting Parties with a view to ensuring close collaboration in all areas relating to the implementation of the present Agreement.

Article 13. 1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute to any 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 Contracting Party shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through the diplomatic channel 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, 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.

Article 14. 1. If either of the Contracting Parties considers it desirable to amend the terms of the present Agreement, it may, at any time, request consultation with the other Contracting Party with a view to amending the present Agreement. Such consultation shall begin within a period of sixty days from the date of the request. If the amendment concerns only the table, the consultation shall be held between the aeronautical authorities of the two Contracting Parties. When these aeronautical authorities agree on a new or revised table, the amendments agreed to in this regard shall come into effect when they have been confirmed by an exchange of diplomatic notes.

2. If a general multilateral convention concerning air transport comes into force in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such Convention.

Article 15. Either of the Contracting Parties may at any time give notice to the other of its desire to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the present Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party unless the notice is withdrawn by agreement before the expiry of that period. If no acknowledgement of receipt is made by the other Contracting Party, the notice shall be deemed to have been received fourteen days after the International Civil Aviation Organization has received it.

Article 16. The present Agreement shall be approved by each Contracting Party and shall enter into force on the date of the last notice by one Contracting Party to the other of completion of the constitutional procedures required for its entry into force.

The present Agreement and any exchange of notes signed pursuant to the provisions of article 14 shall be registered with the International Civil Aviation Organization.

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

DONE at Seoul on 7 June 1974, in duplicate in the French and Korean languages, both texts being equally authentic.

For the Government of the French Republic:

[Signed]

PIERRE LANDY

For the Government of the Republic of Korea:

[Signed]

DONG JO KIM

ANNEX

I

1. *Routes to be operated by the designated airline of the French Republic, in both directions:*

- Points of departure: France;
- Intermediate points: . . .;
- Point of destination: Seoul;
- Point beyond: . . .

2. *Routes to be operated by the designated airline of the Republic of Korea, in both directions:*

- Points of departure: Korea;
- Intermediate points: . . .;
- Points of destination: Paris;
- Point beyond: . . .

II

It is agreed that the “intermediate points” and “points beyond” on the routes provided for in paragraphs 1 and 2 of annex I shall be the subject of consultations between the Contracting Parties. These consultations shall begin within a period of sixty days after receipt by either Contracting Party of a written request to that effect from the other Contracting Party.

III

For the satisfactory application of the present Agreement, the type of aircraft to be used on the routes specified in the Annex, as well as the frequency of service to be provided by the said aircraft, shall be determined by the aeronautical authorities of the Contracting Parties before the inauguration of the said services and after the technical and commercial conditions of operation of the agreed services have been agreed between the designated airlines of the two Contracting Parties.
