

No. 35068

**Republic of Korea
and
Pakistan**

Agreement between the Government of the Republic of Korea and the Government of the Islamic Republic of Pakistan for air services between and beyond their respective territories (with annex). Seoul, 22 July 1996

Entry into force: *7 August 1996 by notification, in accordance with article 18*

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**République de Corée
et
Pakistan**

Accord entre le Gouvernement de la République de Corée et le Gouvernement de la République islamique du Pakistan relatif aux services aériens entre leurs territoires respectifs et au-delà (avec annexe). Séoul, 22 juillet 1996

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[ENGLISH TEXT — TEXTE ANGLAIS]

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KOREA AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Republic of Korea and the Government of the Islamic Republic of Pakistan (hereinafter referred to as "the Contracting Parties"),

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,¹ 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. Definitions

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 the seventh day of December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes Convention under Articles 90 and 94 thereof so far as these Annexes and amendments have been adopted by both Contracting Parties;

(b) The term "aeronautical authorities" means, in the case of the Republic of Korea, the Minister of Construction and Transportation or any person or body authorized to perform any function exercised at present by the said Minister or similar functions, and in the case of Pakistan, the Director General of Civil Aviation Authority, and/or any authority/person or body authorized to perform any functions presently exercised by the said Director General;

(c) The term "designated airline" means an 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 Annex;

(d) The term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

(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 "capacity" in relation to an aircraft means the payload of the aircraft available on a route or section of a route;

1. 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; vol. 893, p. 117; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

(g) The term "capacity" in relation to an agreed service means 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;

(h) The term "carriage of traffic" means carriage of passengers, cargo and mail; and

(I) The term "Annex" means the Annex to the present Agreement or as amended in accordance with the provisions of Article 16 of the present Agreement. The Annex forms an integral part of the present Agreement and all references to the Agreement shall include references to the Annex except where otherwise provided.

Article 2. Grant of Rights

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 to the present Agreement called "the agreed services" and "the specified routes" respectively.

2. Subject to the provisions of the present Agreement, the designated airline of each Contracting Party shall enjoy, while operating the agreed services on the specified routes, the following privileges:

(a) To fly without landing across the territory of the other Contracting Party;

(b) To make stops in the said territory for non-traffic purposes; and

(c) To take up and put down passengers, cargo and mail at any point on the specified routes subject to the provisions contained in the Annex to the present Agreement.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airline of one Contracting Party the privilege of taking 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. Designation of Airlines

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.

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

3. The aeronautical authorities of one Contracting Party may require the designated airline of 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 to the operation of international air services by such authorities.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline or to refuse to grant the operating authorization referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in Article 2 of the present Agreement, in any case where

the said Contracting Party is not satisfied that substantial ownership and effect i.e. control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. 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 the capacity is regulated under Article 9 and that tariffs established in accordance with the provisions of Article 10 of the present Agreement are in force in respect of those services.

Article 4. Revocation and Suspension of Rights

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

(a) In any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party; or

(b) In case of failure by that airline to comply with the laws and regulations of the Contracting Party granting those rights; or

(c) In case the airline otherwise fails to comply with the provisions of the present Agreement.

2. Unless immediate action for revocation, suspension or imposition of the conditions mentioned in paragraph 1 of the present Article is essential to prevent further infringements of laws and regulations, such right shall be exercised by each Contracting Party only after consultation with the other Contracting Party.

Article 5. Customs Duties and Similar Charges

1. Aircraft operated on international services by the designated airline of the Contracting Parties, as well as their regular equipment, spare parts, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

(a) Aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the competent authorities of the said Contracting Party, and for use on board aircraft engaged in the agreed services of the other Contracting Party;

(b) Spare parts brought into the territory of either Contracting Party for the maintenance or repair of aircraft used on the agreed services by the designated airline of the other Contracting Party;

(c) Fuel and lubricants destined to supply aircraft operated on the agreed services by the designated airline of the other Contracting Party, even when those supplies are to be

used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board. Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

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

Article 6. Applicability of Laws and Regulations

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

2. The laws and regulations of one Contracting Party governing entry into, sojourn in, or departing from its territory of passengers, crew, cargo and mail such as those concerning the formalities of entry and exit, of emigration and immigration, customs, currency, medical and quarantine measures shall be applicable to the passengers, crew, cargo or mail carried by the aircraft of the other Contracting Party while within the territory of the first Contracting Party.

Article 7. Establishment of Airline Representative Offices

The designated airline of one Contracting Party shall have the right to establish representative offices in the territory of the other Contracting Party. Those representative offices may include commercial, operational and technical staff.

Article 8. Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party shall, during the period of their validity, be recognized as valid by the other Contracting Party.

2. Each Contracting Party reserves the right, however, not to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

Article 9. Capacity Regulations

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.

2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on all or part of the same route.

3. On any specified route the capacity provided by the designated airline of one Contracting Party together with the capacity provided by the designated airline of the other Contracting Party shall be maintained in reasonable relationship to the requirements of the public for air transport on that route.

4. The agreed services provided by the designated airline of each Contracting Party shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to the current and foreseeable traffic demands to and from the territory of the Contracting Party designating the airline, and the carriage of traffic embarked or disembarked in the territory of the other Contracting Party to and from points on the specified routes in the territories of States other than that designating the airline shall be of supplementary character. The right of such airline to carry traffic between points of the specified routes located in the territory of the other Contracting Party and points in third countries shall be exercised in the interests of an orderly development of international air transport in such a way that the capacity is related to:

- (a) The traffic demand to and from the territory of the Contracting Party designating the airline;
- (b) The traffic demand existing in the areas through which the agreed services pass, taking account of local and regional air services; and
- (c) The requirements of through airline operations.

Article 10. Tariffs

1. For the purposes of the following paragraphs, the term "tariffs" means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services but excluding remuneration and conditions for the carriage of mail.

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

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

(a) The tariffs referred to in paragraph 2 of this Article, together with the rates of agency commission used in conjunction with them, shall, if possible, be agreed in respect of each of the specified routes and sectors thereof between the designated airlines concerned and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

(b) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least ninety(90) days before the proposed date of their

introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

(c) This approval may be given expressly; If neither of the aeronautical authorities has expressed disapproval within thirty(30) days from the date of submission, in accordance with paragraph 3(b) of this Article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph 3(b), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty(30) days.

(d) If the designated airlines concerned cannot agree on the tariffs, or if for some other reasons tariffs cannot be agreed upon in accordance with the provisions of paragraph 3(a) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariffs by agreement between themselves.

(e) If the aeronautical authorities of either Contracting Party do not approve any tariff submitted to them under the provisions of paragraph 3(b) of this Article or the aeronautical authorities of both Contracting Parties cannot determine any tariff under the provisions of paragraph 3(d) of this Article, the dispute shall be settled in accordance with the provisions of Article 14 of the present Agreement.

(f) A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve(12) months after the date on which it would otherwise have expired.

Article 11. Transfer of Funds

Each Contracting Party shall grant to the designated airline of the other Contracting Party the right of transfer of excess of receipts over expenditure earned by the airline in the territory of the first Contracting Party in connection with the carriage of passengers, mail and cargo, in accordance with the foreign exchange regulation in force.

Article 12. Exchange of Statistics

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their 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 statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services and the points of embarkation and disembarkation of such traffic.

Article 13. Consultations

There shall be regular and frequent consultations between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfillment of the present Agreement.

Article 14. Settlement of Disputes

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 for decision to some person or body, or the dispute may, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty(60) days from the date of receipt by either Contracting Party from the other of a notice through the diplomatic channel requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty(60) days. If either Contracting Party fails to nominate an arbitrator within the period specified, or if the third arbitrator is not agreed, 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 shall comply with any decision given, including any interim recommendation made under paragraph 2 of this Article.

4. If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with the requirements of paragraph 3 of this Article, the other Contracting Party may limit or revoke any right which it has granted by virtue of the present Agreement.

5. The matter pertaining to bearing of expenses incurred from the referral to the arbitral tribunal including the fees and expenses of the arbitrators shall be decided by the arbitral tribunal.

Article 15. Security

1. Both Contracting Parties reaffirm their rights and obligations under international law, including the Convention on International Civil Aviation, signed at Chicago on 7 December 1944, and including the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963,¹ the Convention for the Suppression of Unlawful Seizure on Aircraft, signed at the Hague on 16 December 1970,² the Convention for the Suppression of Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971³ and the Protocol for Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988;⁴ both Contracting Parties affirm that their obligations to protect the security of civil aviation against acts of unlawful interference forms an integral part of their mutual relations under the present Agreement.

1. United Nations, Treaty Series, vol. 704, p. 219.

2. *Ibid.*, vol. 860, p. 105.

3. *Ibid.*, vol. 974, p. 177, and vol. 1217, p. 404 (corrigendum to vol. 974).

4. *Ibid.*, vol. 1589, No. A-14118.

2. Both Contracting Parties shall provide upon request all possible assistance to each other to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities and any other threat to aviation security.

3. Both Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annex 17 to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party may take, without prejudice to paragraph 3 of this Article, any additional measures that it considers necessary to assure the inspection of passengers, crew, their carry-on items, as well as the cargo, mail and aircraft stores, prior to boarding or loading. Each Contracting Party shall also give due consideration to any request from the other Contracting Party for special security measures to meet a particular threat.

5. When an incident or threat of an incident or unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. Should a Contracting Party depart from the aviation security provisions of this Article, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of that Contracting Party. These consultations will be aimed to reach an agreement upon the measures suitable to eliminate the more immediate reasons of worry and to adopt in the framework of the International Civil Aviation Organization security standards, the actions necessary to establish the appropriate conditions of security.

Article 16. Amendment

1. If either Contracting Party considers it desirable to amend the terms of the present Agreement, it may at any time request consultation with the other Contracting Party in writing for the purpose of amending the present Agreement. Such consultation shall begin within a period of sixty(60) days from the date of receipt of the request. However, if the amendment relates only to the Annex, consultation shall be between the aeronautical authorities of both Contracting Parties. The agreed amendment shall come into effect after they have been confirmed by an exchange of diplomatic notes.

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

Article 17. Termination

Either Contracting Party may at any time give notice to the other that it desires 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 be terminated twelve(12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment of receipt by the other Contracting 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 18. Validity and Registration

1. The Agreement shall be approved according to the constitutional requirements obtaining in the country of each Contracting Party and shall come into force on the day of an Exchange of Diplomatic Notes confirming that these requirements have been fulfilled.

2. The present Agreement and any amendment in accordance with Article 16 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 this 22nd day of July 1996, in duplicate in the Korean and English languages, both texts being equally authentic.

For the Government of the Republic of Korea:

LEE KI-CHOO

For the Government of the Islamic Republic of Pakistan:

NAJMUDDIN A. SHEIKH