

No. 49930*

**Republic of Korea
and
Czech Republic**

Agreement between the Government of the Republic of Korea and the Government of the Czech and Slovak Federal Republic for air services (with annex). Seoul, 26 October 1990

Entry into force: *26 October 1990 by signature, in accordance with article 20*

Authentic text: *English*

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**République de Corée
et
République tchèque**

Accord entre le Gouvernement de la République de Corée et le Gouvernement de la République fédérale tchèque et slovaque relatif aux services aériens (avec annexe). Séoul, 26 octobre 1990

Entrée en vigueur : *26 octobre 1990 par signature, conformément à l'article 20*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *République de Corée, 6 juillet 2012*

Note : *Voir aussi annexe A, No. 49930.*

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[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF KOREA AND
THE GOVERNMENT OF THE CZECH AND SLOVAK
FEDERAL REPUBLIC
FOR AIR SERVICES**

The Government of the Republic of Korea and the Government of the Czech and Slovak Federal Republic (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, 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 purpose 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 the Convention and any amendment of the annexes or 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 Transportation and in the case of the Czech and Slovak Federal Republic, the Federal Ministry of Transport or in both cases any other person or body authorized to perform the functions exercised at present by the said authorities;
- (c) the term "designated airline" means any 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 36 of the Convention;
- (f) the term "capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route;
- (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 passenger, 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 17 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 explicitly 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 airlines to establish and operate international air services on the routes specified in the Annex to the present Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively.

2. Subject to the provisions of the present Agreement, the designated airlines of each Contracting Party shall enjoy while operating the 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 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 airlines 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 an airline or airlines for the purpose of operating the agreed services on the specified routes.
2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without delay to the designated airlines the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may require the designated airlines of the other Contracting Party to satisfy them that they are 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 in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline or airlines, 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 airlines 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 effective control of those airlines are vested in the Contracting Party designating the airlines or in its nationals.

5. The airlines 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 airlines 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 those airlines are vested in the Contracting Party designating the airlines or in nationals of such Contracting Party; or**
- (b) in case of failure by those airlines to comply with the laws and regulations of the Contracting Party granting those rights; or**
- (c) in case the airlines otherwise fail 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 airlines 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 reexported.

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 airlines of the other Contracting Party;

(c) fuel and lubricants destined to supply aircraft operated on the agreed services by the designated airlines 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 reexported or otherwise disposed of in accordance with customs regulations.

4. The exemptions provided by paragraph (2) of this Article shall also be available where the airlines of one Contracting Party have contracted with another airlines, which similarly enjoy such exemptions from the other Contracting Party, for loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (2) of this Article within the framework of domestic laws and regulations in force of the other Contracting Party.

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 airlines of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, stay in, transit through or departure 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 airlines 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. The representative offices, representatives and staff shall be established in accordance with the laws and regulations in force in the territory of the other Contracting Party.

Article 8

Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Party shall, during the period of their validity, be recognized as valid by the other Contracting Party, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

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 airlines of each Contracting Party shall take into account the interests of the designated airlines 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 airlines 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 airlines 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 airlines. 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 airlines shall be of supplementary character. The right of such airlines 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 airlines;

- (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 purpose 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, interests of the users, commission rates, 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 or other appropriate international rate fixing mechanism.

- (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 can not agree on the tariffs, or if for some other reasons tariffs can not 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 can not determine any tariff under 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 Revenues

1. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right of

transfer of the excess of receipts over expenditure earned by the airlines in the territory of the first Contracting Party in connection with the carriage of passengers, mail and cargo in any of freely convertible currencies in accordance with the foreign exchange regulations in force.

2. Each Contracting Party shall facilitate the transfers of such revenues into the other Contracting Party; these transfers shall be executed without delay.

Article 13

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 airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines the agreed services and the points of embarkation and disembarkation of such traffic.

Article 13
Consultation

There shall be regular and frequent consultations between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment 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 within twelve (12) months.

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.

Article 15

Security

1. The 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, the Convention for the Suppression

of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, and the Convention for the Suppression of Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation signed at Montreal on 24 February 1988, or any other convention on aviation security to which both Contracting Parties shall become members. The Contracting Parties affirm that their obligations to protect the security of civil aviation against acts of unlawful interference form an integral part of their mutual relations under the present Agreement.

2. The 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 civil aviation security.

3. The 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 annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; and 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 agrees that its airlines may be required to observe the aviation security provisions referred to in paragraph 3 required by the other Contracting Party, for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to inspect passengers and their carry-on items, and to carry out appropriate checks on crew, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occur, 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.

Article 16

Direct Transit

Passengers in direct transit across the territory of a Contracting Party, not leaving the area of the airport reserved for such purpose, shall be subject to a simplified control. Baggage and freight in direct transit shall be exempt from customs duties and other charges.

Article 17

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. The agreed amendment shall come into effect after they have been confirmed by an exchange of diplomatic notes.

2. Amendments to the Annex of the present Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall be applied provisionally from the date they have been agreed upon and enter into force when confirmed by an exchange of diplomatic notes.

3. 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 with the provisions of such convention or agreement.

Article 18

Termination

Either Contracting Party may at any time give notice to the other if 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 acknowledgement 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 19

Registration

The present Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

Article 20

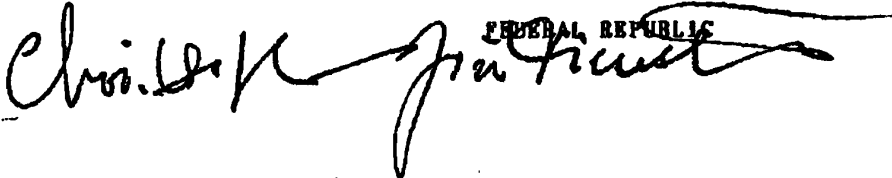
Entry into Force

The present Agreement shall enter into force from the date of signature.

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

Done at *Seoul* on this *26th* day of *October* 1990 in duplicate in the English language.

FOR THE GOVERNMENT OF
THE REPUBLIC OF KOREA



FOR THE GOVERNMENT OF
THE CZECH AND SLOVAK
FEDERAL REPUBLIC

A N N E X

Section A

Routes to be operated in both directions by the designated airlines of the Republic of Korea:

Points of Origin: Points in the Republic of Korea

Intermediate Points: Points to be specified later on

Points in the Czech and Slovak Federal Republic: Prague

Beyond Points: Points to be specified later on

Section B

Routes to be operated in both directions by the designated airlines of the Czech and Slovak Federal Republic:

**Points of Origin: Points in the Czech and Slovak
Federal Republic**

Intermediate Points: Points to be specified later on

Points in the Republic of Korea: Seoul

Beyond Points: Points to be specified later on

Notes:

1. The designated airlines of both Contracting Parties may, on all or any flights, omit calling at any of the above points provided that the agreed services on the route begin at the points of origin in the respective territories.
2. The intermediate points, beyond points and the exercise of 5th freedom traffic rights (both to and from intermediate points and to and from points beyond) shall be subject to an agreement between the aeronautical authorities of the two Contracting Parties.