

# **AIR SERVICES AGREEMENT**

**between  
the Czech Republic  
and  
the Republic of Korea**

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

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

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

Have agreed as follows:

## **Article 1**

### **Definitions**

For the purpose of this Agreement, unless the context otherwise requires:

- a) the term "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 that Convention and any amendment of the Annexes or Convention under Articles 90 and 94, insofar as those Annexes and amendments have been adopted by both Contracting Parties;
- b) the term "aeronautical authorities" means, in the case of the Czech Republic, the Ministry of Transport, and, in the case of the Republic of Korea, the Ministry of Land, Infrastructure and Transport, or in both cases any other authority or person empowered to perform the functions exercised at present by the said authorities;
- c) the term "designated airline" means any airline which has been designated and authorized, in accordance with Article 3 of this Agreement, for the operation of the agreed services on the specified routes;
- 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 that aircraft available on a route or section of a route;
- g) the term "capacity" in relation to the agreed services means the capacity of the aircraft used on such services multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;

- h) the term "tariff" means any fare, rate or charge for the carriage of passengers, baggage and cargo (excluding mail) in air transportation (including any other mode of transportation in connection therewith) charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
- i) the term "Agreement" means this Agreement, the Annex to this Agreement, and any amendments hereto;
- j) the term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of Article 19 of this Agreement. The Annex shall form an integral part of this Agreement, and all references to the Agreement shall include the Annex except where provided otherwise;
- k) the term "European Union Treaties" means the Treaty on European Union and the Treaty on the Functioning of the European Union.

## **Article 2**

### **Grant of Traffic Rights**

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating scheduled international air services by a designated airline (hereinafter called "agreed services") over the routes specified in the appropriate section of the Annex (hereinafter called "specified routes").
2. Subject to the provisions of this Agreement, the designated airlines of each Contracting Party shall enjoy, while operating the agreed services on the specified routes, the following rights:
  - a) the right to fly without landing across the territory of the other Contracting Party;
  - b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes; and
  - c) the right to take up and put down passengers, cargo and mail, separately or in combination, at any point on the specified routes, subject to the provisions contained in the Annex.
3. The airlines of each Contracting Party, other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in paragraph 2 a) and b) of this Article.
4. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airlines of one Contracting Party the right of taking up, in the territory of the other Contracting Party, passengers, baggage, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.
5. If, because of armed conflict, political disturbances or developments or special and unusual circumstances, a designated airline of one Contracting Party is unable to operate air services on its normal routing, the other Contracting Party shall use its best efforts to facilitate the

continued operation of such service through the appropriate temporary rearrangement of routes as is mutually agreed by the Contracting Parties.

### **Article 3**

#### **Designation and Operating Authorizations**

1. Each Contracting Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services on the specified routes and to withdraw the designation of any airline or to substitute another airline for one previously designated. Such designation shall be effected by virtue of written notifications between the aeronautical authorities of both Contracting Parties.
2. The aeronautical authorities which have received a notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without delay to the designated airline(s) of the other Contracting Party the necessary operating authorizations.
3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said 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 and to refuse to grant the operating authorizations referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary for the exercise by the designated airlines of the rights specified in Article 2 of this Agreement, whenever the Contracting Party has no proof that:
  - a) in the case of an airline designated by the Czech Republic:
    - (i) the airline is established in the territory of the Czech Republic under the European Union Treaties and has a valid operating licence from a European Union Member State in accordance with European Union law;
    - (ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate, and the relevant aeronautical authority is clearly identified in the designation;
    - (iii) the airline has its principal place of business in the territory of the European Union Member State from which it has received its valid operating licence; and
    - (iv) the airline is owned, directly or through majority ownership, and is effectively controlled by European Union Member States or member States of the European Free Trade Association and/or by nationals of such States;
  - b) in the case of an airline designated by the Republic of Korea:

- (i) the Republic of Korea has and maintains effective regulatory control of the airline; and
  - (ii) substantial ownership and effective control of that airline are vested in the Republic of Korea, nationals of the Republic of Korea, or both, and the airline has a valid operating licence issued by the Republic of Korea.
- 5. When an airline has been designated and authorized in accordance with this Article, it may operate the agreed services for which it is designated, provided that the airline complies with the applicable provisions of this Agreement.

#### **Article 4**

##### **Revocation and Suspension of Operating Authorizations**

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 this Agreement by a designated airline of the other Contracting Party or to impose such conditions, temporary or permanent, as it may deem necessary on the exercise of such rights, if:
  - a) in the case of an airline designated by the Czech Republic:
    - (i) the airline is not established in the territory of the Czech Republic under the European Union Treaties or does not have a valid operating licence from a European Union Member State in accordance with European Union law;
    - (ii) effective regulatory control of the airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator's Certificate or the relevant aeronautical authorities are not clearly identified in the designation;
    - (iii) the airline does not have its principal place of business in the territory of the European Union Member State from which it has received its valid operating licence;
    - (iv) the airline is not owned, directly or through majority ownership, and is not effectively controlled by European Union Member States or member States of the European Free Trade Association and/or by nationals of such States;
    - (v) the airline is already authorized to operate under a bilateral agreement between the Republic of Korea and another European Union Member State and the Republic of Korea can demonstrate that, by exercising traffic rights under this Agreement on a route that includes a point in that other European Union Member State, it would be circumventing restrictions on traffic rights imposed by that other agreement; or

- (vi) the airline holds an Air Operator's Certificate issued by an European Union Member State and there is no bilateral air services agreement between the Republic of Korea and that European Union Member State, and that Member State has denied traffic rights to the airline designated by the Republic of Korea;
  - b) in the case of an airline designated by the Republic of Korea:
    - (i) the Republic of Korea is not maintaining effective regulatory control of the airline; or
    - (ii) substantial ownership and effective control of that airline are not vested in the Republic of Korea, nationals of the Republic of Korea, or both, or the airline does not have a valid operating licence issued by the Republic of Korea;
  - c) the designated airline fails to prove before the Contracting Party granting those rights an ability to fulfil the conditions under the laws and regulations applied by the Contracting Party granting those rights in conformity with the provisions of the Convention; or
  - d) the designated airline otherwise fails to operate in accordance with the conditions prescribed by this Agreement.
2. Unless immediate action for the revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringement of the laws and regulations of a Contracting Party, such right shall be exercised only after consultations with the other Contracting Party. Unless otherwise agreed by the aeronautical authorities, such consultations between the aeronautical authorities of both Contracting Parties shall begin within a period of sixty (60) days from the date of request made by either of the aeronautical authorities.

## **Article 5**

### **Application of Laws, Regulations and Procedures**

1. While entering, being within or leaving the territory of one Contracting Party, the laws, regulations and procedures in force in its territory relating to the operation and navigation of aircraft shall be complied with by the other Contracting Party's airlines.
2. The laws, regulations and procedures in force in the territory of one Contracting Party relating to admission to, stay in, transit through, or departure from its territory of passengers, crews, baggage and cargo including mail, such as the laws, regulations and procedures relating to entry, exit, immigration, passports, customs, currency, quarantine, health, veterinary or sanitary measures, shall apply to the passengers, crew, baggage, cargo and mail carried by the aircraft of a designated airline of the other Contracting Party upon entry into or departure from or while within the territory of the said Contracting Party.



3. In the application of its customs, immigration, quarantine and similar regulations, neither Contracting Party shall give preference to its own or any other airlines over an airline of the other Contracting Party engaged in similar international air services.

## **Article 6**

### **Aviation Security**

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of 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, the Convention for the Suppression of Unlawful 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, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 and any other multilateral agreement governing aviation security binding upon both Contracting Parties.
3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
4. 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; they shall require that operators of aircraft who have their principal place of business or permanent residence in the territories of the Contracting Parties or, in the case of the Czech Republic, operators of aircraft who are established in its territory under the European Union Treaties and have valid operating licence in accordance with European Union law and the operators of airports in their territories act in conformity with such aviation security provisions.
5. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for entry into, departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the laws and regulations in force in that country, including, in the case of the Czech Republic, European Union law.
6. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo, in-flight catering and aircraft stores prior to and during boarding or loading.

7. Each Contracting Party shall give sympathetic consideration to any request from the other Contracting Party for reasonable security measures to meet a particular threat.
8. 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 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.
9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the first Contracting Party may request immediate consultations with the other Contracting Party. Failure to reach a satisfactory agreement within thirty (30) days from the date of the delivery of such request shall constitute grounds for the application of Article 4 of this Agreement. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Contracting Party may take interim action at any time. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

## **Article 7**

### **Aviation Safety**

1. Certificates of airworthiness, certificate of competency and licences issued, or rendered valid, in accordance with the rules and procedures of one Contracting Party, including, in the case of the Czech Republic, European Union law, and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services, provided that such certificates and licences are at least equal to or above the minimum standards which are established pursuant to the Convention.
2. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by any other State.
3. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aeronautical facilities, aircrew, aircraft and the operation of the aircraft adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days from the date of the delivery of the request.
4. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention (the "ICAO Standards"), the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with the ICAO Standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days, or such longer period as may be agreed, shall be grounds for the application of Article 4 of this Agreement.



5. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by or, under a lease agreement, on behalf of a designated airline of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft, to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
6. If any such ramp inspection or series of ramp inspections gives rise to:
  - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the ICAO Standards; or
  - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificates or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the ICAO Standards.
7. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by, or on behalf of, a designated airline of one Contracting Party in accordance with paragraph 5 of this Article is denied by a representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 6 of this Article arise and draw the conclusions referred to in that paragraph.
8. Each Contracting Party reserves the right to suspend or vary the operating authorizations of a designated airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultations or otherwise, that immediate action is essential to the safety of an airline operation.
9. Any action by one Contracting Party in accordance with paragraphs 4 or 8 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.
10. Where the Czech Republic has designated an airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorizations of that airline.

## **Article 8**

### **Customs Duties and Similar Charges**

1. Each Contracting Party shall exempt the designated airlines of the other Contracting Party from import restrictions, customs duties, indirect taxes, inspection fees and other national

and local duties and charges on aircraft, fuel, lubricants, consumable technical supplies, spare parts, including engines, regular aircraft equipment, aircraft stores and food (including alcoholic and non-alcoholic beverages, tobacco products and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use solely in connection with the operation or servicing of aircraft of the designated airline of such Contracting Party operating the agreed services, as well as printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and the usual publicity material distributed free of charge by that designated airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article:

- a) introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party;
- b) retained on board aircraft of the designated airline of one Contracting Party upon arrival in or leaving the territory of the other Contracting Party; or
- c) taken on board aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly or partly within the territory of the Contracting Party granting the exemption, provided such items are not alienated in the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated airline 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 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.
4. The exemptions provided by paragraph 2 of this Article shall also be available where the airlines of one Contracting Party have contracted with other airlines, which similarly enjoy such exemptions from the other Contracting Party, for the 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 the domestic laws and regulations in force of the other Contracting Party.
5. Nothing in this Agreement shall prevent the Czech Republic from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the Republic of Korea that operates between a point in the territory of the Czech Republic and another point in the territory of the Czech Republic or in the territory of another European Union Member State.

## **Article 9**

### **User Charges**

1. The charges imposed in the territory of one Contracting Party on an aircraft of a designated airline of the other Contracting Party for the use of airports and aviation facilities shall not be higher than those imposed on an aircraft of an airline of the first Contracting Party or any other State engaged in similar international air services.
2. In the use of airports, airways, air traffic services and associated facilities under its control, neither Contracting Party shall give preference to its own or any other airline over an airline of the other Contracting Party engaged in similar international air services.
3. Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and the designated airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in such charges should be given to such airlines to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such airlines to exchange appropriate information concerning such charges.

## **Article 10**

### **Direct Transit**

Passengers, baggage, cargo and mail in direct transit through the territory of a Contracting Party, not leaving the area of the airport reserved for such purpose, shall be subject, except in respect of internal security, the security provisions referred to in Article 6 of this Agreement, the prevention of trafficking of narcotic drugs and psychotropic substances and the prevention of illegal entry, to no more than a simplified control. Baggage, cargo and mail in direct transit shall be exempt from customs duties and other charges.

## **Article 11**

### **Sale of Services and Transfer of Revenues**

1. Upon filing with the aeronautical authorities of one Contracting Party and subject to appropriate commercial registration in accordance with the respective laws and regulations in force in the territory of that Contracting Party, a designated airline of the other Contracting Party shall have the right to sell freely its air transport services in the territory of the first Contracting Party, either directly or at its discretion through its agents, and any person shall be free to purchase such services in the local currency or in any freely convertible currency normally purchased by banks in that territory.
2. The designated airlines of the Contracting Parties shall have the right to convert and to remit to their home territory the excess of receipts over local expenditures earned in the territory of the other Contracting Party in a freely convertible currency. Conversion and remittance shall be performed without restrictions at the foreign exchange market rate applicable for these transactions on the day the transfer is made. In the case that a foreign exchange market

rate system is not established, the conversion and remittance shall be performed without restrictions on the basis of the official exchange rate applicable on the date the transfer is made. Actual transfers shall be executed without delay and shall not be subject to any charges except normal service charges collected by banks for such transactions.

3. In the event that payments between the Contracting Parties are governed by a special agreement, such an agreement shall apply.

## **Article 12**

### **Tariffs**

1. Each Contracting Party shall allow tariffs for air services to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:
  - a) prevention of unreasonably discriminatory tariffs or practices;
  - b) protection of consumers from tariffs that are unduly high or restrictive due to the abuse of a dominant position; and
  - c) protection of airlines from tariffs that are artificially low due to direct or indirect governmental subsidy or support.
2. Each Contracting Party may require, on a non-discriminatory basis, notification to or filing with its aeronautical authorities of tariffs to be charged to or from its territory by the designated airlines of the other Contracting Party. Such notification or filing by the designated airlines of both Contracting Parties may be required at least thirty (30) days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required.
3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by:
  - a) a designated airline of either Contracting Party for international air services between the territories of the Contracting Parties; or
  - b) a designated airline of one Contracting Party for international air services between the territory of the other Contracting Party and the territory of any other State.
4. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held in accordance with Article 18 of this Agreement, and the Contracting Parties shall cooperate in securing the information necessary for a reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the tariff shall go into effect or continue in effect.

## **Article 13**

### **Capacity**

1. There shall be a fair and equal opportunity for the designated airlines of the 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 provide on the whole or part of the same routes.
3. The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers and cargo, including mail, coming from or destined for the territory of the Contracting Party designating the airline. Provision of the carriage of passengers and cargo, including mail, both embarked and disembarked at points on the specified routes in the territories of States, other than those designating the airlines, shall be made in accordance with the general principles that capacity shall be related to:
  - a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
  - b) traffic requirements of the area through which the agreed services pass, after taking account of other services established by airlines of the States comprising the area; and
  - c) the requirements of through airline operations.
4. The total capacity and frequency of the agreed services to be operated by the designated airlines of each Contracting Party shall be jointly determined by the aeronautical authorities of both Contracting Parties.

## **Article 14**

### **Fair Competition**

1. There shall be a fair and equal opportunity for the designated airlines of both Contracting Parties to participate in the international air services covered by this Agreement.
2. Each Contracting Party shall, where necessary, take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the designated airlines of the other Contracting Party.

## **Article 15**

### **Approval of Schedules**

1. The aeronautical authorities of one Contracting Party may require the designated airlines of the other Contracting Party to submit for approval at least thirty (30) days in advance the timetable of their intended services, specifying the frequency, type of aircraft, times,



configuration and number of seats to be made available to the public and the period of timetable validity. Any modification to such schedules, if required, shall also be submitted to the aeronautical authorities of the other Contracting Party for approval at least thirty (30) days in advance. In special cases this time limit may be reduced, subject to the consent of the said authorities.

2. If a designated airline wishes to operate supplementary flights besides those covered in the timetables, it shall request permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least ten (10) days before operating such flights.

## **Article 16**

### **Commercial Opportunities**

1. The designated airlines of one Contracting Party shall be entitled, in accordance with the laws and regulations in force in the territory of the other Contracting Party relating to entry, residence and employment, and on the basis of reciprocity, to bring into and to maintain in the territory of the other Contracting Party its representatives and commercial, technical and other specialist staff reasonably required for the operation of the agreed services.
2. The representatives and staff shall be subject to the laws and regulations in force in the territory of the other Contracting Party.
3. Subject to the laws and regulations in force in the respective territory, the designated airlines of both Contracting Parties shall have the right to establish in the territory of the other Contracting Party an office or offices for the promotion of air transport and sale of air services.
4. The designated airlines of each Contracting Party shall have the right to employ, in connection with the air transport of passengers and cargo, any surface transport to or from any point in the territories of the Contracting Parties or third States. The designated airlines may elect to perform their own surface transport or to provide it through arrangements, including code-sharing, with other surface carriers, subject to the laws and regulations in force in the territory of the Contracting Party concerned. Intermodal services may be offered as a through service and at a single price for the air and surface transport combined, provided that passengers and shippers are informed as to the facts concerning such transport.

## **Article 17**

### **Provision of Information**

The aeronautical authorities of each Contracting Party shall provide the aeronautical authorities of the other Contracting Party, upon request, with periodic statements of statistics or other similar information related to traffic carried by the designated airlines on the routes specified in this Agreement as may be reasonably required for the purpose of reviewing the operation of the agreed services.



## **Article 18**

### **Consultations**

1. The aeronautical authorities of the Contracting Parties shall communicate, which may be through discussions or by correspondence, to ensure close cooperation in all matters affecting the implementation of and satisfactory compliance with the provisions of this Agreement.
2. Either Contracting Party may at any time request consultations on any issue related to this Agreement. Such consultations shall begin within a period of sixty (60) days from the date of delivery of the request to the other Contracting Party, unless otherwise agreed by the Contracting Parties.

## **Article 19**

### **Amendments**

1. If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, it may request consultations with the other Contracting Party in accordance with the procedure set out in Article 18 of this Agreement. Any such amendment, if agreed between the Contracting Parties, shall enter into force in accordance with the procedure set out in Article 23 of this Agreement.
2. In the event a general multilateral convention related to international air transport and affecting the relations between the two Contracting Parties enters into force, this Agreement shall be amended to conform to the provisions of such multilateral convention insofar as those provisions have been accepted by both Contracting Parties.

## **Article 20**

### **Settlement of Disputes**

1. In case of any dispute arising from the interpretation or application of this 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 of the dispute by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators. Such arbitral tribunal shall be constituted as follows: each Contracting Party shall appoint one member, and these two members shall agree upon and appoint a national of a third State as their chairperson. Such members shall be appointed within sixty (60) days, and such chairperson within sixty (60) days of the date on which either Contracting Party has informed the other Contracting Party of its intention to submit the dispute to an arbitral tribunal.
3. If the periods specified in paragraph 2 above have not been observed, either Contracting Party may, in the absence of any other relevant arrangement, invite the President of the Council of the International Civil Aviation Organization to make the necessary

appointments. If the President is a national of either Contracting Party or is otherwise prevented from discharging this function, the Vice-President shall make the necessary appointments. The arbitral tribunal shall reach its decisions by a majority of votes. Such decision shall be binding on the Contracting Parties. Each Contracting Party shall bear the cost of its own member as well as of its representation in the arbitral proceedings; the cost of the chairperson and any other costs shall be borne in equal parts by the Contracting Parties. In all other respects the arbitral tribunal shall determine its own procedure.

4. If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with the requirements of paragraphs 2 and 3 of this Article, the other Contracting Party may limit or revoke any rights granted by virtue of this Agreement.

## **Article 21**

### **Registration**

This Agreement and any subsequent amendments hereto shall be registered with the International Civil Aviation Organization.

## **Article 22**

### **Termination**

Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case this Agreement shall terminate twelve (12) months after the date of the delivery of the notice to the other Contracting Party, unless the notice to terminate is withdrawn with the consent of the other Contracting Party before the expiry of this period. In the absence of acknowledgement of delivery to the other Contracting Party, the notice shall be deemed to have been delivered fourteen (14) days after the delivery of the notice to the International Civil Aviation Organization.

## **Article 23**

### **Entry into Force**


1. The Contracting Parties shall notify each other, through diplomatic channels, that they have completed their internal legal procedures necessary for the entry into force of this Agreement. This Agreement shall enter into force on the first day of the second month after the date of the later notification.

2. From the date of the entry into force of this Agreement, the Agreement between the Government of the Czech and Slovak Federal Republic and the Government of the Republic of Korea for Air Services, signed at Seoul on 26 October 1990, together with the exchange of Diplomatic Notes dated 3 December 2004 and 14 February 2005 amending the said Agreement, shall be terminated and replaced, as regards the Contracting Parties, by this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

Done in duplicate at Prague, on this 24<sup>th</sup> day of November, 2020, in the Czech, Korean and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

**For the Czech Republic**



**For the Republic of Korea**



## ANNEX

- A. The airlines designated by the Czech Republic shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

<u>Points of Origin</u>	<u>Intermediate Points</u>	<u>Points of Destination</u>	<u>Beyond Points</u>
Points in the Czech Republic	Any Points	Points in the Republic of Korea	Any Points

- B. The airlines designated by the Republic of Korea shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

<u>Points of Origin</u>	<u>Intermediate Points</u>	<u>Points of Destination</u>	<u>Beyond Points</u>
Points in the Republic of Korea	Any Points	Points in the Czech Republic	Any Points

### Notes:

1. The designated airlines of both Contracting Parties may, on any or all flights, omit calling at any of the above-mentioned points, provided that the agreed services on the routes begin or end in the territory of the Contracting Party designating the airline.
2. The exercise of fifth freedom traffic rights to and from specified intermediate and/or beyond points shall be subject to an agreement between the aeronautical authorities of the Contracting Parties.
3. References in this Agreement to nationals of the Czech Republic shall be understood as referring to nationals of European Union Member States. References in this Agreement to airlines of the Czech Republic shall be understood as referring to airlines designated by the Czech Republic.