

30 July 2007

RNZ 1/14

Excellency,

I have the honour to refer to the *Agreement between the Government of New Zealand and the Government of the Republic of Korea for Air Services between and beyond their Respective Territories* ("the Agreement") done at Seoul on 10 May 1993, and to the two *Memoranda of Understanding* reached between representatives of the Government of New Zealand and representatives of the Government of the Republic of Korea regarding air services, signed respectively at Wellington on 29 August 2002 and on 11 March 2004 ("the Memoranda of Understanding").

In accordance with the understandings recorded in the Memoranda of Understanding, and in accordance with Article 16 of the Agreement, I have the honour to propose, on behalf of the Government of New Zealand, that the existing Article 10 of the Agreement be replaced by the following Article 10, that the following Article 15 *bis* be inserted into the Agreement, and that the Annex (Route Schedule) to the Agreement be replaced by the following Annex:

Article 10
Tariffs

1. Prices for international air transport pursuant to this Agreement may be required to be filed with the aeronautical authorities of either Contracting Party for notification purposes.
2. Prices shall not be unreasonably discriminatory, unreasonably high or restrictive due to the abuse of dominant position or artificially low.

Article 15 bis
Aviation Safety

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that meet the standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards. The other Contracting Party shall then take appropriate corrective action within an agreed time period.
3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of, an airline of one Contracting Party, on service to or from the territory of the state of the other Contracting Party, may, while within the territory of the state of the other Contracting Party, be the subject of a search by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.
4. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party.
5. Any action by one Contracting Party in accordance with paragraph 4 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.
6. With reference to paragraph 2 of this Article, if it is determined that one Contracting Party remains in non-compliance with ICAO Standards when the agreed time period has lapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

Annex

Section A

Routes to be operated in both directions by the designated airline(s) of the Republic of Korea:

From points in the Republic of Korea via intermediate points to points in New Zealand.

Section B

Points to be operated in both directions by the designated airline(s) of New Zealand:

From points in New Zealand via intermediate points to points in the Republic of Korea

Notes:

1 Points on any of the above routes may, at the option of the designated airline(s) concerned, be omitted on any or all flights, provided that the services shall begin or end in the territory of the Contracting Party designating the airline.

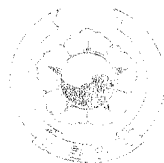
2 The designated airline(s) of each Contracting Party shall have the right to exercise full fifth freedom traffic rights to and from intermediate points specified on their respective routes as per the Annex to the Agreement.

I have the further honour to inform Your Excellency that the Government of New Zealand has completed its internal procedures for the amendment of the Agreement, and to further propose that this Note, together with Your Excellency's reply to that effect and informing that the internal procedures of the Republic of Korea for entry into force of the amendments have been completed, shall constitute an agreement amending the *Agreement between the Government of New Zealand and the Government of the Republic of Korea for Air Services between and beyond their Respective Territories*. This amendment shall enter into force on the date of Your Excellency's reply, in accordance with Article 16 of the Agreement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Ambassador Extraordinary and
Plenipotentiary of New Zealand
to the Republic of Korea

His Excellency Song Min-Soon
Minister of Foreign Affairs and Trade
of the Republic of Korea



MINISTRY OF FOREIGN AFFAIRS AND TRADE
REPUBLIC OF KOREA

Seoul, 21 August 2007

Excellency,

I have the honour to refer to Your Excellency's Note dated 30 July, 2007 addressed to The Honourable Jane Charlotte Coombs, Ambassadors, New Zealand, which reads as follows;

"I have the honour to refer to the Agreement between the Government of New Zealand and the Government of the Republic of Korea for Air Services between and beyond their Respective Territories ("the Agreement") done at Seoul on 10 May 1993, and to the two Memoranda of Understanding reached between representatives of the Government of New Zealand and representatives of the Government of the Republic of Korea regarding air services, signed respectively at Wellington on 29 August 2002 and on 11 March 2004 ("the Memoranda of Understanding").

In accordance with the understandings recorded in the Memoranda of Understanding, and in accordance with Article 16 of the Agreement, I have the honour to propose, on behalf of the Government of New Zealand, that the existing Article 10 of the Agreement be replaced by the following Article 10, that the following Article 15 *bis* be inserted into the Agreement, and that the Annex (Route Schedule) to the Agreement be replaced by the following Annex:

Article 10

Tariffs

1. Prices for international air transport pursuant to this Agreement may be required to be filed with the aeronautical authorities of either Contracting Party for notification purposes.

Her Excellency
Ambassador Extraordinary and
Plenipotentiary of New Zealand
to the Republic of Korea

2. Prices shall not be unreasonably discriminatory, unreasonably high or restrictive due to the abuse of dominant position or artificially low.

Article 15 bis

Aviation Safety

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that meet the standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards. The other Contracting Party shall then take appropriate corrective action within an agreed time period.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of, an airline of one Contracting Party, on service to or from the territory of the state of the other Contracting Party, may, while within the territory of the state of the other Contracting Party, be the subject of a search by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

4. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party.

5. Any action by one Contracting Party in accordance with paragraph 4 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

6. With reference to paragraph 2 of this Article, if it is determined that one Contracting Party remains in non-compliance with ICAO Standards when the agreed time period has lapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

Annex

Section A

Routes to be operated in both directions by the designated airline(s) of the Republic of Korea:

From points in the Republic of Korea via intermediate points to points in New Zealand.

Section B

Points to be operated in both directions by the designated airline(s) of New Zealand:

From points in New Zealand via intermediate points to points in the Republic of Korea

Notes:

1 Points on any of the above routes may, at the option of the designated airline(s) concerned, be omitted on any or all flights, provided that the services shall begin or end in the territory of the Contracting Party designating the airline.

2 The designated airline(s) of each Contracting Party shall have the right to exercise full fifth freedom traffic rights to and from intermediate points specified on their respective routes as per the Annex to the Agreement.

I have the further honour to inform Your Excellency that the Government of New Zealand has completed its internal procedures for the amendment of the Agreement, and to further propose that this Note, together with Your Excellency's reply to that effect and informing that the internal procedures of the Republic of Korea for entry into force of the amendments have been completed, shall constitute an agreement amending the Agreement between the Government of New Zealand and the Government of the Republic of Korea for Air Services between and beyond their Respective Territories. This amendment shall enter into force on the date of Your Excellency's reply, in accordance with Article 16 of the Agreement."

I have further the honour to inform Your Excellency that the above proposals are acceptable to the Government of the Republic of Korea and to confirm, on behalf of the Government of the Republic of Korea, that Your Excellency's Note and this Note in reply constitute an agreement between our two Governments in this matter, which enters into force on the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

A handwritten signature in black ink, appearing to read 'Song Min-soon', written in a cursive style.

Song Min-soon

Minister of Foreign Affairs and Trade