

Agreed Minutes

Delegations of Iceland and the Republic of Korea met in Seoul on November 25, 2002 to agree on a text for the Bilateral Air Services Agreement.

The discussions were held in a most friendly, constructive and cordial atmosphere.

The list of members of both delegations is attached as Attachment I.

After both delegations had examined the document which was based on a proposal submitted by the Republic of Korea as well as Iceland, the two delegations agreed and initialled the text of a draft of Agreement between the Government of the Republic of Korea and the Government of Iceland for Air Services between and beyond their Respective Territories. This text is attached as Attachment II in the English language.

While having a separate examination of the text of the drafts of the Bilateral Services Agreement the Korean delegation explained the Aviation Policies of their Government. The two delegations gave an explanation of the aeronautical authorities and airlines of the both countries. The Korean delegation also gave a brief introduction of the Incheon International Airport.

The Icelandic delegation promised to send to the Ministry of Foreign Affairs and Trade of the Republic of Korea the draft clause additional to the Tariff clause concerning the special provision on the European Economic Area.



The two delegations expressed their willingness to come together early next year to conclude a Memorandum of Understanding regarding operational arrangements and the Annex of the Agreement.

Signed in duplicate in English, in Seoul, on November 25, 2002.

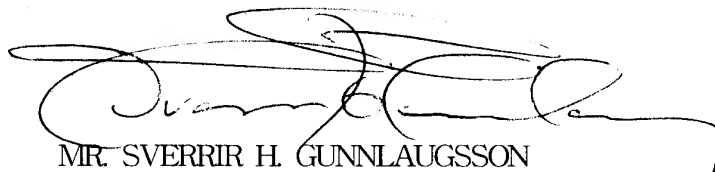
For the delegation of
The Republic of Korea



MR. IM HONG-JAB
Director-General

International Economic Affairs Bureau
Ministry of Foreign Affairs and Trade

For the delegation of
Iceland



MR. SVERRIR H. GUNNLAUGSSON
Permanent Secretary

Ministry of Foreign Affairs

ATTACHMENT I : LIST OF DELEGATIONS

A. REPUBLIC OF KOREA

Head of Delegation

Mr. Im Hong-jae

- Director-General, International Economic Affairs Bureau
Ministry of Foreign Affairs (MOFAT)

Delegates

Mr. Kim Kyung-soo

- Director, Economic Cooperation Division, MOFAT

Mr. Park Jong-hum

- Director, International Air Transport Division, Ministry of
Construction and Transportation

Ms. Jang Yeun-ju

- Deputy-director, Economic Cooperation Division, MOFAT

Mr. Park June-byoung

- Deputy-director, Economic Cooperation Division, MOFAT

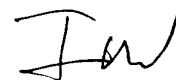
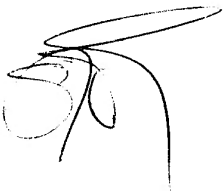
Observers

Mr. Park Sung-sup

- Assistant General Manager, Korean Air

Mr. Lee Kyung-taek

- Manager, Asiana Airlines



B. ICELAND

Head of Delegation

Mr. Sverrir Haukur Gunnlaugsson

- Permanent Secretary, Ministry of Foreign Affairs

Delegates

Mr. Martin Eyjolfsson

- Counsellor, Ministry of Foreign Affairs

Mrs. Edda Jökulsdottir

- Counsellor, Iceland Embassy to the People's Republic of China

Ms. Astridur S. Thorsteinsson

- Legal Advisor, Icelandic Civil Aviation Administration

Observers

Mr. Arngrimur Johannsson

- Chairman of the Board, Air Atlanta

Mr. Einar S. Bjornsson

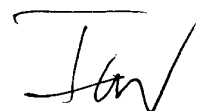
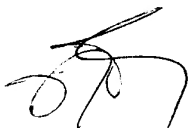
- Director Operations, Icebird Airlines

Mr. Steinn Logi Bjornsson

- Senior Vice President Marketing and Sales, Icelandair Cargo

Mr. Thorarinn Kjartansson

- Managing Director, Bluebird Cargo



ATTACHMENT II

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

The Government of Iceland and the Government of 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 the seventh day of December, 1944, and,

Desiring to conclude an Agreement for the purpose of establishing 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 "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 or Convention under Article 90 and 94 thereof so far as these annexes and amendments have become effective for or been ratified by both Contracting Parties;



- (b) the term "aeronautical authorities" means, in the case of the Republic of Korea, the Minister of Construction and Transportation and any person or body authorized to perform any functions at present exercised or which may be exercised in the future by the said Minister or similar functions, and in the case of Iceland, the Minister of Communications and any person or body authorized to perform any functions at present exercised or which may be exercised in the future by the said Minister or similar functions;
- (c) the term "designated airline" means any airline which one Contracting Party has designated, by written notification to the other Contracting Party, for the operation of air services on the routes specified in the Annex, and to which the appropriate operating permission has been given by that other Contracting Party, in accordance with Article 3 of this Agreement;
- (d) the term "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, protection or trusteeship of that State;
- (e) the term "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 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;

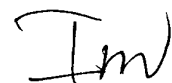
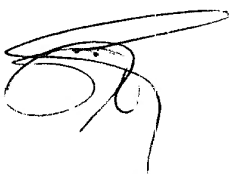


- (i) the term "tariff" means any amount charged or to be charged by airlines, directly or through their agents, to any person or entity for the carriage of passengers (and their baggage) and cargo (excluding mail) in air transportation, including:
 - i. the conditions governing the availability and applicability of a tariff, and
 - ii. the charges and conditions for any services ancillary to such carriage which are offered by airlines;
- (j) the term "user charge" means a charge made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or facilities or of air navigation facilities, including related services and facilities, for aircraft, their crews, passengers and cargo; and.
- (k) the term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of Article 16 of this Agreement. The Annex forms an integral part of this 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 this Agreement for the purpose of establishing scheduled international air services on the routes specified in the Annex (hereinafter referred to as "the agreed services" and "the specified routes" respectively).
2. Subject to the provisions of this Agreement, the designated airlines of each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:
 - (a) to fly without landing across the territory of the State of the other Contracting Party;



- (b) to make stops in the territory of the State of the other Contracting Party for non-traffic purposes; and
 - (c) to make stops in the territory of the State of the other Contracting Party at the points specified routes to the provisions contained in the Annex for the purpose of taking up and putting down passengers, cargo and mail.
3. Nothing in this Article shall be deemed to confer on the 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 one or more airlines for the purpose of operating the agreed services on the specified routes.
2. On receipt of such designation, the aeronautical authorities of the other Contracting Party shall, subject to the provision of paragraphs 3 and 4 of this Article, without delay grant to the airlines designated the appropriate operating authorizations.
3. The aeronautical authorities of one Contracting Party may require any airlines designated by the other Contracting Party to satisfy them that they are qualified to fulfill 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. The aeronautical authorities of each Contracting Party shall have the right 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 any designated airlines of the rights specified in Article 2 of this Agreement, in any case where the said aeronautical authorities are not satisfied that substantial ownership and effective control of those airlines are vested in the Contracting Party designating the airlines or in its nationals of the State of such Contracting Party.
5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that the capacity is regulated under Article 10 of this Agreement and that a tariff established in accordance with the provisions of Article 11 of this Agreement is in force in respect of that service.
6. Each Contracting Party shall have the right, by written notification to the other Contracting Party, to withdraw the designation of any airline and to substitute therefore the designation of another airline.

ARTICLE 4

REVOCATION AND SUSPENSION OF RIGHTS

1. The aeronautical authorities of 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 any airline designated by the other Contracting Party, or to impose such conditions as they may deem necessary on the exercise of these rights:
 - (a) in any case where they are 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 the case of failure by those airlines to comply with the laws or regulations of the Contracting Party granting these rights, or
 - (c) in case the airlines otherwise fail to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate revocation or suspension of the operating authorization, or immediate imposition of the conditions to the operating authorization as mentioned in paragraph (1) of this Article, is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 5

CUSTOM DUTIES AND OTHER SIMILAR CHARGES

1. Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels 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 charges or taxes on arriving in the territory of the other Contracting Party, on the basis of reciprocity, 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, taxes, fees, and charges, in accordance with the provisions of the laws and regulations in force of each Contracting Party, with the exception of charges corresponding to the services performed;
- (a) aircraft stores taken on board in the territory of either Contracting Party, within the 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

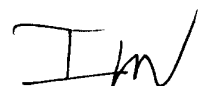


Contracting Party;

- (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; and
- (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) of this paragraph shall be required to be kept under customs supervision or control.

3. Regular airborne equipment, spare parts, supplies of fuels and lubricants and aircraft stores 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 Party, who may require that these materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
4. The necessary documents used by the designated airlines of one Contracting Party including air tickets, air waybills as well as materials adequate for advertisements shall be exempt from all the customs duties and other similar charges in the territory of the other Contracting Party.
5. Baggage and cargo in direct transit shall be exempt from all the customs duties, taxes, inspection fees and other similar fees and charges on the basis of reciprocity with the exception of the charges corresponding to the services provided.

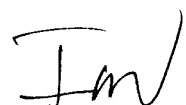


ARTICLE 6
USER CHARGES

1. Neither Contracting Party shall impose or permit to be imposed on the designated airline or airlines of the other Contracting party user charges higher than those imposed on its national airlines operating similar international air services.
2. Each Contracting Party shall encourage consultation between its competent charging authorities and airlines using the services and facilities, where practicable through the airlines representative organizations. Each Contracting Party shall further encourage the competent charging authorities and airlines to exchange appropriate information concerning user charges.

ARTICLE 7
APPLICABILITY OF LAWS AND REGULATIONS

1. The laws, regulations and procedures of either Contracting Party relating to the admission to or departure from its territory of an aircraft engaged in international air services, or to the operation and navigation of such aircraft, shall be complied with by the designated airlines of the other Contracting Party upon their entrance into, and until and including their departure from, the said territory.
2. The laws, regulations and procedures of either Contracting Party relating to immigration, passports, or other approved travel documents, entry, clearance customs and quarantine shall be complied with by or on behalf of crews, passengers, cargo and mail carried by aircraft of the designated airlines of the other Contracting Party upon their entrance into the territory of the State of the first Contracting Party.



3. Passengers, baggage and cargo in direct transit across the territory of the either Contracting Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against violence and air piracy, be subject to no more than a simplified control.
4. Fees and charges applied in the territory of either Contracting Party to the airlines operations of the other Contracting Party for the use of airports and other aviation facilities in the territory of the first Party, shall not be higher than those applied in the territory of that first Party to the operations of other airlines engaged in similar international air services.
5. Neither of the Contracting Parties shall give preference to any other airline over a designated airline of the other Contracting Party in the application of its customs, immigration, quarantine, and similar regulations; or in the use of airports, airways and air traffic services and associated facilities under its control.

ARTICLE 8

RECOGNITION OF CERTIFICATES AND LICENSES

Certificates of airworthiness, certificates of competency and licenses issued, or validated, by one Contracting Party shall, during the period of their validity, be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided always that such certificates or licenses were issued, or validated, in conformity with the standards established under the Convention. Each Contracting Party, however, reserves the right to refuse to recognize, for flights to and from its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.



ARTICLE 9

ESTABLISHMENT OF AIRLINE REPRESENTATIVE OFFICES

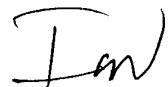
The designated airlines of both Contracting Parties shall be allowed in the territory of the other Contracting Party :

- (a) to establish representative offices for the promotion of air transportation and sale of air tickets as well as other facilities required for the provision of air transportation;
- (b) to bring in and maintain, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, managerial, sales, technical, operational and other specialist staff required for the provision of air transportation; and
- (c) to engage directly and, at that airline's discretion, through its agents in the sale of air transportation.

ARTICLE 10

CAPACITY REGULATIONS

1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.
2. In operating the agreed services, the airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.
3. On any specified route the capacity provided by the designated airlines of one Contracting Party together with 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;

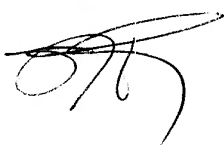
(b) the traffic demand existing in the areas through which the agreed services pass, taking account of local and regional air services; and

(c) the requirements of through airline operation.

ARTICLE 11

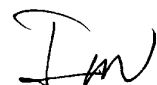
OPERATIONAL ARRANGEMENTS

1. Capacity and frequency shall be agreed upon between the aeronautical authorities of the Contracting Parties.
2. The designated airlines of one Contracting Party may, according to traffic requirements, apply for operation of an extra section on the specified route. The application for such flight shall be submitted, in accordance with the domestic laws and regulations of the other Contracting Party, to the aeronautical authorities of the other Contracting Party, and the flight can be operated only after approval has been obtained from such authorities.



ARTICLE 12 TARIFFS

1. 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 profits, characteristics of service such as standards of speed and accommodation, and the tariffs of other airlines for any part of the specified routes.
2. The tariffs shall be fixed in accordance with the following provisions:
 - (a) The tariffs referred to in paragraph 1 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 sixty (60) 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 2 (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 2 (b) of this Article, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days;



- (d) If a tariff cannot be agreed upon in accordance with the provisions of paragraph 2 (a) of this Article, or if during the period applicable in accordance with paragraph 2 (c) of this Article, one aeronautical authorities gives the other aeronautical authorities notice of its disapproval of a tariff agreed in accordance with the provisions of paragraph 2 (c) of this Article, the aeronautical authorities of the two Contracting Parties shall try to determine the tariff by mutual agreement;
- (e) If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 2 (b) of this Article, or on the determination of any tariff under paragraph 2 (d) of this Article, the dispute shall be settled in accordance with the provisions of Article 15 of this Agreement; and
- (f) A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established.

ARTICLE 13

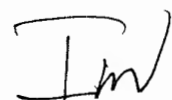
TRANSFER OF REVENUES

Each Contracting Party grants to the designated airlines of the other Contracting Party the right of free transfer in any freely convertible currencies in accordance with the foreign exchange regulations in force, of the excess of receipts over expenditure earned by those airlines in its territory in connection with the carriage of passengers, mail and cargo.

ARTICLE 14

PROVISION OF STATISTICAL DATA

The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party, at their request, statistical data as may be reasonably required for the purpose of



reviewing the capacity provided by the agreed services operated by the designated airline of the first Contracting Party on the specified route. Such data shall include all information required to determine the amount of traffic carried by the said airline on the agreed services.

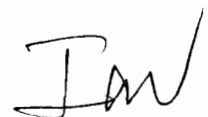
Such data shall include all information required to determine the amount of traffic carried by the said airline on the agreed services.

ARTICLE 15 CONSULTATION

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex thereto and shall also consult when necessary to provide for modification thereof.
2. Either Contracting Party may request consultation, which may be through discussion or by correspondence and shall begin within a period of sixty (60) days of the date of the request, unless both Contracting Parties agree to an extension of this period.

ARTICLE 16 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavor 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; 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, 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 diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization at the request of either Contracting Party may appoint an arbitrator or arbitrators as the case requires. In such a case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

3. The Contracting Parties shall comply with any decision given under paragraph 2 of this Article.
4. If and so long as either Contracting Party or any 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 this Agreement.

ARTICLE 17

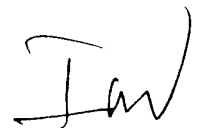
AVIATION SAFETY

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.



ARTICLE 18

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. 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, and 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.
2. 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.
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 on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties; and they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territories and the operators of airports in their territories act in conformity with such aviation security provisions.

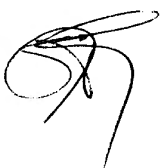


4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic 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 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.

ARTICLE 19

INVESTIGATION OF ACCIDENTS

1. In the case of a forced landing or accident of an aircraft of either Party within the territory of the other Contracting Party, the aeronautical authorities of the Contracting Party in whose territory the forced landing or accident takes place shall immediately notify the aeronautical authorities of the other Contracting Party thereof, take immediate steps to assist the crew and the passengers, provide for the safety of the aircraft and mail, baggage and cargo on board and take necessary measures for an inquiry into the particulars and circumstances of the forced landing or accident.
2. The aeronautical authorities of the Contracting Party conducting the inquiry into the particulars and circumstances of the forced landing or accident shall inform the aeronautical authorities of the other Contracting Party of the holding of the inquiry and the aeronautical



authorities of the other Contracting Party shall be granted full facilities to be represented at the inquiry. The aeronautical authorities of the Contracting Party conducting the inquiry shall send to the aeronautical authorities of the other Contracting Party the report of the inquiry as soon as it is available.

ARTICLE 20 AMENDMENT

1. If either Contracting Party considers it desirable to amend any provisions of this Agreement, it may at any time request consultation with the other Contracting Party. Such consultation may be through discussions or by correspondence, and shall begin within a period of sixty (60) days from the date of receipt of the request. Any amendments so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.
2. Amendments of the Annex may be made by direct agreement between the aeronautical authorities of the Contracting Parties and confirmed by an exchange of diplomatic notes.
3. This Agreement and the Annex shall be deemed to be amended without further agreement as may be necessary to conform with any multilateral Convention or Agreement which may become binding on both Contracting Parties.

ARTICLE 21 TERMINATION

Either Contracting Party may at any time give notice 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 the Agreement shall terminate 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 the



receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 22 REGISTRATION

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

ARTICLE 23 ENTRY INTO FORCE

This Agreement shall enter into force on the date when both Contracting Parties, through diplomatic channels, notify each other that they have completed internal legal procedures necessary for its entry into force.

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

Done at _____ on this __ day of _____, 200_ in duplicate in the Icelandic, Korean, English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF
ICELAND

FOR THE GOVERNMENT OF
THE REPUBLIC OF KOREA



ANNEX

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

<u>Points of Origin</u>	<u>Intermediate Points</u>	<u>Points of destination</u>	<u>Points beyond</u>
Points in Iceland	Points to be Specified	Points in the Republic of Korea	Points to be Specified

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

<u>Points of Origin</u>	<u>Intermediate Points</u>	<u>Points of destination</u>	<u>Points beyond</u>
Points in the Republic of Korea	Points to be Specified	Points in Iceland	Points to be Specified

- C. 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 countries.
- D. Specification of intermediate points and beyond points shall be subject to an agreement between the aeronautical authorities of the two Contracting Parties.
- E. The exercise of fifth freedom traffic rights to and from intermediate and beyond points shall be subject to an agreement between both aeronautical authorities.
- F. Each Party shall extend favorable consideration to applications by airlines of the other Contracting Party to carry traffic not covered by this Annex on the basis of comity and reciprocity.

