

AGREEMENT ON MARITIME TRANSPORT
BETWEEN
THE GOVERNMENT OF THE KINGDOM OF THAILAND
AND
THE GOVERNMENT OF THE REPUBLIC OF KOREA

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

CONSCIOUS of the need to promote and harmonize maritime transport activities between the two countries,

DESIROUS of establishing amicable cooperation in the field of maritime transport on the basis of reciprocity and mutual interest,

CONVINCED that the development of maritime transport between the two countries will contribute to the strengthening of their cooperation,

HAVE agreed as follows:

Article 1

For the purpose of this Agreement:

1. The term "vessel of a Contracting Party" shall mean any commercial vessel registered in the ship registry of either Contracting Party and flying its flag in accordance with its laws and regulations. However, this term shall not include:

- (a) warships;
- (b) public vessels designed or used for non-commercial purposes;
- (c) hydrographic, oceanographic and scientific research vessels;
- (d) fishing vessels;
- (e) vessels used for pilotage, towage or sea-rescue;
- (f) nuclear propelled vessels; and
- (g) those vessels that do not comply with the laws and regulations of each Contracting Party.

2. The term "members of the crew" shall mean the master and any other person actually employed for duties on board during the voyage of a vessel whose names are included in its crew list and who hold the identity documents referred to in Article 9 of this Agreement.

3. The term "shipping company of a Contracting Party" shall mean a shipping company which has its domicile in the territory of either Contracting Party and is registered or incorporated under the laws and regulations of that Contracting Party.

4. The term "competent authority" shall mean in the case of the Kingdom of Thailand, the Ministry of Transport and Communications, and in the case of the Republic of Korea, the Ministry of Maritime Affairs and Fisheries.

Article 2

The Contracting Parties affirm that they remain devoted to the principle of freedom of maritime transport and the principle of fair competition and that they agree to refrain from any action which might harm the development of international shipping and the free activities of their vessels.

Article 3

The Contracting Parties agree that this Agreement shall not affect the rights and obligations of the Contracting Parties arising from international conventions and agreements relating to maritime matters.

Article 4

1. The Contracting Parties agree:

(a) to ensure the participation of the shipping companies as well as the vessels of the other Contracting Parties in the maritime transport between the ports of both Contracting Parties and not to prevent them from participating in the maritime transport between their ports and the ports of third countries. The vessels chartered by shipping companies of the other Contracting Party shall be granted the same advantages as if they were flying the flag of that other Contracting Party;

(b) to cooperate with a view to eliminating all obstacles that might impede the development of maritime trade between the ports of both Contracting Parties and which might interfere with the various activities connected with such trade.

2. The provisions of this Article shall not restrict the right of the shipping companies from third countries as well as the vessels flying the flag of a third country to participate in the transport of goods within the framework of the bilateral trade between the Contracting Parties.

Article 5

In accordance with its laws and regulations, each Contracting Party shall grant the shipping companies of the other Contracting Party the right to establish branch offices in its territory. The branch offices shall have the right to act as agents for their principal offices.

Article 6

This Agreement shall not apply to cabotage. Where a vessel of either Contracting Party sails from one port to another in the territory of the other Contracting Party for the purpose of discharging inward cargo and/or disembarking passengers from abroad or loading outward cargo and/or embarking passengers destined for foreign countries, it shall not be regarded as cabotage.

Article 7

1. Each Contracting Party shall take, within the limits of its laws and regulations, all necessary measures to facilitate and expedite maritime transport and to expedite and simplify, as much as possible, all administrative, customs, health and other formalities required in its ports. This paragraph shall not prejudice the rights of the Contracting Parties regarding the implementation of customs and health laws and regulations or any other control measures regarding the safety of vessels and ports, protection against marine pollution, safeguard of human lives, carriage of dangerous goods, identification of goods and admission of foreigners.

2. Each Contracting Party shall grant to vessels of the other Contracting Party the same treatment as it affords to the vessels of third countries engaged in international voyages in respect of free access to ports, levying of port dues and taxes, use of ports for loading and unloading of cargoes and for embarking and disembarking of passengers. This paragraph shall also apply to vessels or the part thereof chartered by shipping companies of the other Contracting Party flying the flag of a third country.

3. The provisions of paragraph 2 of this Article shall not oblige either Contracting Party to extend to the vessels of the other Contracting Party and the vessels chartered by shipping companies of the other Contracting Party flying the flag of a third country, exemptions from compulsory pilotage requirements granted to its own vessels.

Article 8

1. The Contracting Parties shall mutually recognize the nationality of vessels of the other Contracting Party on the basis of the certificates of registry duly issued by the competent authority of the other Contracting Party in accordance with its laws and regulations.

2. The Contracting Parties shall mutually recognize the validity of the documents on board vessels of the other Contracting Party relating to their equipment, crew, tonnage and any other certificate and document issued by the competent authority of the other Contracting Party in accordance with its laws and regulations.

3. The vessels of a Contracting Party holding legally issued tonnage certificates shall not be subject to remeasurement in the port of the other Contracting Party, and all relevant port dues and expenses shall be collected on the basis of these certificates.

Article 9

The Contracting Parties shall mutually recognize the seamen's identity documents issued by the relevant authorities of the other Contracting Party. The said identity documents shall be in the case of the Kingdom of Thailand, "Seaman's Book" or "Passport", and in the case of the Republic of Korea, "Seafarer's Passport" or "Passport".

Article 10

1. Members of the crew may go ashore and stay for temporary shore leave without visas during the stay of their vessel in a port of the other Contracting Party, provided that the master has submitted the crew list to the relevant authorities. However, when going ashore and returning to the vessel, the person in question shall be subject to the immigration and customs formalities in force in that port.

2. Any person holding the identity documents referred to in Article 9 shall be allowed to enter, leave, or pass through the territory of the other Contracting Party on account of repatriation, joining a vessel or other reasons acceptable to the relevant authorities of that other Contracting Party, in accordance with the laws and regulations of that other Contracting Party.

3. In case any member of the crew is disembarked at a port of the other Contracting Party for reasons of health or for any other reasons recognized by the relevant authorities of that other Contracting Party, such authorities shall give the necessary authorization in order to enable the person concerned to remain in its territory, to receive medical attention or be hospitalized or to return to his/her country or proceed to another port of embarkation by any means of transport.

4. While a vessel of one Contracting Party is in the territory of the other Contracting Party, the owner or his/her representative of the vessel shall be entitled to contact or to meet with the members of the crew of the vessel, in accordance with the relevant laws and regulations of the other Contracting Party.

Article 11

1. Notwithstanding the provisions of Article 10, the laws and regulations of each Contracting Party relating to the entry, stay and departure of foreigners shall remain applicable.

2. Notwithstanding the provisions of Article 10, the Contracting Parties shall reserve the right to prohibit access to their respective territories to any person holding the identity documents referred to in Article 9, whom they consider undesirable.

Article 12

1. The vessels and members of the crew of either Contracting Party shall observe the relevant laws and regulations of the other Contracting Party during their stay in the territorial sea, internal waters and ports of that Contracting Party.

2. The passengers and shipping companies of either Contracting Party shall comply with the laws and regulations of the other Contracting Party regarding the entry, stay and departure of passengers, as well as the import, export and storage of goods.

Article 13

1. If a vessel of either Contracting Party or a vessel chartered by shipping companies of either Contracting Party suffers shipwreck, runs aground, is cast ashore or suffers any other accident in the territorial sea or ports of the other Contracting Party, the relevant authorities of that other Contracting Party shall take all possible measures of rescue and assistance for the passengers, members of the crew, vessel and cargo.

2. Investigation of the incident specified in paragraph 1 of this Article shall be conducted by the relevant authorities of the Contracting Party in whose territorial sea or ports the incident occurred. The competent authority of that Contracting Party shall, as soon as possible, report the findings of the investigation to the competent authority of the other Contracting Party.

3. Cargo, equipment, stores and other properties unloaded or rescued from the vessel in distress shall not be liable to customs duties or other taxes of any kind imposed upon by reason of importation, provided that they are not delivered for use or consumption in the territory of the other Contracting Party and notification thereof is given, without delay, to customs authorities for the purposes of control and supervision.

4. All expenses and taxes relating to rescue and assistance shall be applied in accordance with the laws and regulations of each Contracting Party.

Article 14

The proceeds of shipping companies of either Contracting Party accruing from shipping services rendered in the territory of the other Contracting Party may, in accordance with the laws and regulations of that other Contracting Party, be used for making payments in the territory of that other Contracting Party or transferred abroad in freely usable currencies at the market exchange rate prevailing on the date of transfer.

Article 15

1. To ensure the effective implementation of this Agreement and promote the cooperation between the Contracting Parties in the field of maritime transport, a Joint Maritime Committee shall be established, composed of representatives designated by the Contracting Parties.

2. With a view to promoting the development of maritime transport of the Contracting Parties, the Joint Maritime Committee may discuss:

- (a) cooperation in technical matters and the training of specialists;
- (b) other matters relating to the improvement of maritime transport relations.

3. The Joint Maritime Committee shall meet alternately in the Kingdom of Thailand and the Republic of Korea on a date mutually agreed upon through diplomatic channels.

Article 16

Any dispute arising from the interpretation or application of this Agreement shall be settled by amicable consultations and negotiations through diplomatic channels.

Article 17

This Agreement may be amended by mutual consent through diplomatic channels.

Article 18

1. This Agreement shall enter into force thirty days after the date on which both Contracting Parties have notified each other in writing that all necessary internal procedures for its entry into force have been completed.
2. This Agreement shall be valid for a period of five (5) years. It shall remain in force thereafter unless either Contracting Party notifies the other Contracting Party of its intention to terminate this Agreement by giving six (6) months' prior notice in writing.

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

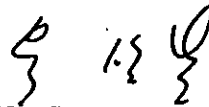
Done in duplicate at Bangkok on this thirteen day of May 2002, in the Thai, Korean and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of
the Kingdom of Thailand



Wanmuhamadnoor Matha
Minister of Transport
and Communications

For the Government of
the Republic of Korea



Yu Sam-Nam
Minister of Maritime
Affairs and Fisheries